

General Terms and Conditions of Sale, Delivery and Payment of EP Power Minerals GmbH
Cementitious Materials Business Unit (fly ash, FGD gypsum, boiler ash)

§ 1 Scope

Our deliveries and services (including all ancillary services) are provided exclusively on the basis of the following terms and conditions. These become part of the contract upon acceptance of the offer, but at the latest when the buyer takes delivery of the goods. The buyer's general terms and conditions are hereby rejected. They shall not apply even if we do not object to them again upon conclusion of the contract. Deviating agreements are only valid if we confirm them in writing. These terms and conditions also apply to sales based on trade terms, in particular Incoterms. For sales based on Incoterms, Incoterms® 2020 shall apply. Trade terms shall only apply insofar as they do not conflict with these terms and conditions or specific agreements.

§ 2 Offers, Conclusion of Contract

Quotations are subject to change. We reserve the right to prior sale. The contract shall only become legally binding upon our written confirmation.

§ 3 Prices

Our prices generally applicable on the day of delivery shall apply. Our prices will increase accordingly in the event of an increase in our cost prices. The same applies if charges (customs duties, freight, surcharges, taxes, motorway tolls, etc.) increase or are newly introduced in the period between the conclusion of the contract and the date of delivery, or if such an event occurs at a later date with retroactive effect. We shall provide the buyer with evidence of any changes to the aforementioned costs upon request. The foregoing also applies to long-term fixed-price contracts and standing supply agreements. The prices quoted refer to the net price ex works. Value added tax and all duties and customs charges arising from delivery shall be charged separately.

§ 4 Delivery, delivery times, liability for delay in delivery, transfer of risk

We are entitled to make partial deliveries. The delivery period shall commence upon dispatch of the order confirmation, but not before the buyer has provided the documents, approvals and clearances to be procured by them and has fulfilled the other obligations to cooperate falling within their sphere of responsibility with regard to the execution of the delivery. Delivery time specifications refer to the time of dispatch from the delivery plant or dispatch point. Delivery periods are subject to timely supply from our own suppliers, unless we

expressly agree to binding delivery periods in writing at the time of conclusion of the contract. The provisions regarding delivery periods apply mutatis mutandis to delivery dates. The delivery period shall be deemed to have been met upon notification that the goods are ready for dispatch. In the event of a delay in delivery, we shall be liable in accordance with the statutory provisions, a) if the performance is to be carried out at a specific time or within a fixed period, or b) if, as a result of a delay in delivery for which we are responsible, the customer has no interest in the further performance of the contract, or c) if the delay in delivery is due to an intentional or grossly negligent breach of contract on our part, or d) if and to the extent that the delay in delivery for which we are responsible is due to a culpable breach of a material contractual obligation. In the cases referred to in point (d), our liability for damages is limited to the foreseeable, typically occurring damage. The same applies if the delay in delivery is not due to an intentional breach of contract. Any fault on the part of our representatives or vicarious agents shall be attributed to us. If our own supply is delayed through no fault of our own, we shall not be liable for any damage resulting from the delay in delivery. A hindrance to delivery may be proven by a corresponding declaration from the upstream supplier. Furthermore, we shall be liable for each completed week of delay with a flat-rate compensation for delay amounting to 0.5% of the value of the delayed delivery or part thereof, but up to a maximum limit of 5% of this value in total. Further statutory claims and rights of the buyer remain reserved. Deliveries – including carriage paid deliveries – are made at the buyer's risk. The risk passes to the buyer upon handover to the carrier. If the buyer is in default of acceptance or culpably breaches other obligations to cooperate, the risk of accidental loss or accidental deterioration of the goods shall pass to the buyer at the time at which they fall into default of acceptance. Where the buyer has the option of either withdrawing from the contract due to the delay in delivery or insisting on delivery, they are obliged, at our request, to exercise this option within a reasonable period.

§ 5 Dispatch

Shipping shall be at the buyer's expense. As authorised agents acting in the name and on behalf of the buyer, we shall determine the forwarding agent or carrier, as well as the mode and route of transport. The goods shall be dispatched – insofar as is customary in the trade – without packaging. Goods reported as ready for dispatch on the agreed date must be collected and/or accepted without delay. Otherwise, we are entitled to store them at the buyer's expense and risk and to invoice them as delivered ex works or ex warehouse. We are under no obligation to check the suitability and cleanliness of the means of transport provided by the buyer. All damage resulting from defects in the shipping containers shall be borne by the buyer. The buyer is responsible for ensuring that the goods can be delivered by a lorry approved under the Road Traffic Regulations (StVO) via a suitable access road. If this is not possible, or if the delivery vehicle leaves the access road on the buyer's instructions, the buyer shall be liable for any damage resulting therefrom. If, through no fault of our own, transport along the intended route or to the intended location within the intended timeframe is impossible, we shall be entitled, following prior notification to the buyer, to deliver via a

different route or to a different location and, if necessary, by a different means of transport. The buyer shall bear any additional costs arising therefrom. Goods with minor defects must be accepted by the buyer without prejudice to any rights (such as a reduction in price). In the case of contracts involving ongoing delivery, the goods shall be called off in the same varieties and in approximately the same monthly quantities. If the contractual quantity is exceeded by the buyer's individual call-offs, we shall be entitled, but not obliged, to deliver the excess. We may charge for the excess at the prices valid at the time of call-off or delivery.

§ 6 Default of Acceptance by the Buyer

If the buyer is in default of acceptance or culpably breaches other obligations to cooperate, they shall compensate us for the resulting damage, including any additional expenses. Further statutory claims remain unaffected.

§ 7 Delivery quantity, weights

The delivery quantity shall be determined conclusively, at our discretion, by ship measurement and/or vehicle measurement, and by weighing the transport vehicles and/or transport units in their empty and full states at the point of dispatch. The quantities specified for the transport units shall be decisive. The handover of the goods to the freight forwarder or carrier shall be decisive as proof of the quantity. Weights shall be determined on calibrated scales by the seller or by the supplying factory. Proof of weight shall be provided by submission of the weighing slips or consignment notes or delivery notes. The buyer is entitled to participate in the loading and determination of quantities and weights.

§ 8 Force majeure

In the event of force majeure, we shall be entitled to postpone delivery for the duration of the hindrance plus a reasonable start-up period, or to withdraw from the contract in respect of the part not yet fulfilled. Force majeure shall include strikes, lockouts, mobilisation, war, blockades, export and import bans, shortages of raw materials and fuel, terrorism, fire, traffic restrictions, operational or transport disruptions and other similar circumstances. If the buyer requests us to make a declaration regarding delivery or withdrawal, they may withdraw from the contract in respect of the unfulfilled part of the delivery, provided that we do not exercise our right of choice within a reasonable period of time.

§ 9 Warranties, Liability for Defects, Limitation Period

Warranties

We give no guarantee as to the quality of the goods sold by us or that they will retain a specific quality for a specific period, unless otherwise expressly agreed in writing in the contract. Analytical data and/or other characteristics – including specifications regarding the properties and suitability of the goods for a specific purpose – are non-binding guidelines for the average quality of the goods. The same applies to samples and specimens. Deviations within the scope customary in the trade are permissible.

Liability for defects

If the goods purchased are defective, we are obliged to provide subsequent performance. This may, at our discretion, take the form of rectifying the defect or delivering new, defect-free goods. In the event of rectification of the defect, we shall bear all costs necessary for the purpose of rectification, in particular transport, travel, labour and material costs. This shall not apply insofar as such costs arise because the goods have been moved to a location other than the contractually agreed place of delivery. If the rectification fails, the buyer may, at their discretion, withdraw from the contract or reduce the purchase price by a reasonable amount.

Identification of defects, duty to give notice

Claims for defects by the purchaser are subject to the purchaser having duly fulfilled their statutory obligations to inspect the goods and give notice of defects. Notice of defects must be given immediately in writing, by fax or by telegram. In the case of defects recognisable upon delivery, notice of defects must be given no later than three days after the goods arrive at the place of delivery. The decisive point in time for the contractual condition of the goods is the transfer of risk. Evidence of the defect must be provided by means of samples, whereby, at our discretion, a representative appointed by us or a sworn expert must be present when the samples are taken. Insofar as the complaint is justified, we shall bear the costs of our representative or the expert. All claims for defects shall lapse if the buyer does not give us the opportunity to inspect the defect, in particular by failing to provide samples. Claims for defects shall also lapse in the event of improper handling of our goods. Our measures to mitigate damage shall not be deemed an acknowledgement of a defect. By entering into negotiations regarding a complaint, we do not waive the right to object that the complaint was not made in good time, was factually unfounded or was otherwise insufficient. Shortfalls or surpluses within the scope customary in the trade do not constitute a defect in the delivery.

Compensation

Claims for damages or reimbursement of wasted expenditure may only be asserted within the framework of Section 10.

Limitation period

The buyer's claims for defects under Section 9 shall become time-barred twelve months after the transfer of risk. The limitation period in the event of a claim for recourse against the supplier pursuant to Sections 478, 479 of the German Civil Code (BGB) remains unaffected. It is five years from delivery of the defective item.

§ 10 Liability, Scope of Liability

Any liability on our part beyond the above conditions is excluded. This exclusion of liability does not apply in the event of a culpable breach of essential contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the buyer may regularly rely. In the event of a culpable breach of such essential contractual obligations, we shall be liable only for damage that is typical for the contract and reasonably foreseeable. Liability for culpable injury to life, limb or health, as well as liability for intent and gross negligence, remains unaffected in all cases. Mandatory liability under the Product Liability Act also remains unaffected. Insofar as we are not liable due to an exclusion of liability, the exclusion of liability shall also apply to our employees, staff, colleagues, representatives and vicarious agents.

§ 11 Terms of payment

Invoices are payable in cash without deduction of any discount immediately upon dispatch of the goods and without any retention. The buyer is not entitled to set off any claims against our claims, unless the buyer's counterclaim has been legally established or acknowledged by us. Where there are multiple claims against the buyer, we shall allocate payments at our discretion. Our staff are not authorised to accept payments or to make other dispositions, unless we grant them written power of attorney.

§ 12 Set-off

We are entitled to set off all claims to which we are entitled against the buyer, irrespective of the legal basis. Set-off is permitted against all claims, irrespective of the legal basis, which the buyer has against us or against a company with which we

are directly or indirectly associated (Section 18 of the German Stock Corporation Act (AktG)). A list of the companies with which we are directly or indirectly affiliated will be sent to the buyer on request.

§ 13 Retention of title, security

We reserve title to the goods sold until all current and future claims arising from the business relationship have been settled. The inclusion of individual claims in a current account or a balance does not waive the retention of title. In the event of payment arrears under Section 13(9), the buyer is obliged to surrender the goods subject to retention of title. The buyer hereby authorises us to enter the storage location of the goods subject to retention of title and to remove them. Any processing or transformation of the goods subject to retention of title by the buyer shall be carried out on our behalf. If the goods subject to retention of title are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title to the other items. In such cases, the buyer shall store the item free of charge. If the goods subject to retention of title are combined, mixed or blended with other items not belonging to us, we shall acquire coownership in proportion to the value of the goods subject to retention of title to the other items. If the buyer acquires sole ownership through combination, mixing or blending, he hereby transfers co-ownership to us in proportion to the value of the goods subject to retention of title to the other goods. In such cases, the buyer shall store the goods free of charge. The buyer is entitled to sell the goods subject to retention of title in the ordinary course of business. He hereby assigns to us the claims arising from the resale in the amount of the final invoice amount, including VAT, together with all ancillary rights; we accept the assignment. If the resold goods are subject to our co-ownership, the assignment of the claims shall extend to the amount corresponding to our share of co-ownership. The buyer is not entitled to pledge the goods subject to retention of title, to transfer them as security or to use them in any other way as security. We authorise the buyer to collect the assigned claims. We may revoke this authorisation at any time. We shall not exercise our right of revocation or our authority to collect the claims as long as the buyer fulfils his payment obligations, including those towards third parties. At our request, the buyer must name the debtors of the assigned claims to us and notify them of the assignment. We are also authorised to notify the debtors of the assignment ourselves. The right to resell or use the goods subject to retention of title and the authorisation to collect the assigned claims shall lapse upon suspension of payments, the filing for or opening of insolvency proceedings, or judicial or extrajudicial composition proceedings. The same shall apply if a cheque or bill of exchange is protested and the buyer is the drawee. The buyer is obliged to inform us immediately of any enforcement measures by third parties against the goods subject to retention of title or the assigned claims and to hand over to us without delay the

documents necessary for the objection. We are obliged to retransfer the securities granted to us to the extent that the value of the securities permanently exceeds our claims by more than 10%. If the retention of title or the assignment is not valid under the law applicable to the goods, a security interest corresponding to the retention of title or the assignment under that law shall be deemed to have been agreed. If the buyer's cooperation is required for this, he must take all measures necessary to establish and maintain this right.

§ 14 No third-party benefit, prohibition of assignment

The contract does not create any rights for third parties. Any assignment of rights and claims arising from the contract by the buyer requires our written consent.

§ 15 Place of performance, place of jurisdiction, applicable law

The place of performance for all deliveries and services – including those carriage paid – is the delivery plant or warehouse. The place of performance for the Buyer's obligations is Oberhausen. The place of jurisdiction for both contracting parties is Duisburg. German substantive law shall apply to all legal relationships between us and the buyer. The provisions of the Hague Convention on the International Sale of Goods, the Vienna Sales Convention and the UN Convention on Contracts for the International Sale of Goods are excluded.

§ 16 Data processing

We are entitled to use personal data in accordance with the provisions of German data protection law for the performance of the contract. With regard to the information obligations that EP Power Minerals must fulfil under the General Data Protection Regulation, reference is made to the data protection notice on the website.

§ 17 Special Conditions for the Supply of Coal Fly Ash

Upon collection of the coal fly ash from the power station or the transshipment facility, the exact consumer details (consumer, place of consumption, street) for which the delivery is intended must be provided to us. If the coal fly ash is not delivered to the place of consumption specified on the delivery note, the buyer is obliged to inform us immediately of the actual consumer. Should the buyer fail to comply with this obligation, they shall be liable to pay a penalty of €15 per tonne, as we are obliged to provide the producer of coal fly ash with proof of the place of use, prices are graded

by location, and an incorrect price will be charged if the location is stated incorrectly. We may also claim the contractual penalty without further reservation even if we have accepted performance; Section 341(3) of the German Civil Code (BGB) is thereby excluded. Furthermore, we reserve the right to suspend delivery in the event of an incorrect location being provided. The basis of the contract is that our delivery is not prevented by actual obstacles within the sphere of influence of our supplier, in particular that the production of certifiable fly ash quality continues in the power stations.

§ 18 Partial invalidity

Should individual parts or clauses of these terms and conditions be or become invalid, the remaining provisions shall remain valid.