

General Terms and Conditions of Transport of Power Minerals GmbH for Road Transport

1. Scope of application

These General Terms and Conditions of Transport apply to the transport of goods by national and international road haulage commissioned by EP Power Minerals GmbH. If these General Terms and Conditions of Transport are an annex to a contract between EP Power Minerals GmbH and the contractor, or if reference is made to them in a contract, they shall form an integral part of that contract; in the event of conflicting provisions, however, the provisions of the contract shall prevail.

The applicability of the contractor's general terms and conditions, in particular local freight forwarders' terms and conditions such as ADSp, Fenex or RHA, is excluded. They shall not bind EP Power Minerals GmbH even if EP Power Minerals GmbH does not expressly object to these terms and conditions or accepts the service without reservation.

The provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) apply to cross-border transportation.

2. Goods

These General Terms and Conditions of Transport apply to all goods to be transported on behalf of EP Power Minerals GmbH. These include hard coal fly ash, FGD gypsum, boiler sand, rock meals, lime-based materials, etc.

As a rule, these are bulk materials of industrial or natural origin, which are available in dry or moist consistency, without any particular hazard potential. EP Power Minerals GmbH shall point out any special hazards posed by the transported goods, insofar as it is aware of them. This does not release the contractor from the obligation to form his own opinion of the hazard potential of the transported goods by requesting appropriate substance information sheets if necessary.

3. Conclusion of contract

The freight contract shall only become legally binding upon written or telephone confirmation by EP Power Minerals GmbH. The contract is concluded at the latest when the goods are handed over to the contractor for the purpose of transportation.

4. Duties of the contractor

The contractor shall carry out the transport with vehicles suitable for the respective goods. The vehicle must be cleaned on the outside to such an extent that there is no buildup (cargo, dirt, etc.) and no danger to other road users during subsequent transport. The freight hold must be suitable for the transport of the goods and cleaned to prevent contamination of the goods.

For the transport of fly ash, in deviation from the obligation to provide a suitable clean freight hold, the following preloads are permitted, provided that residual emptying up to max.10 kg is achieved:

- Hard coal fly ash (certified and not certified)
- Limestone meal
- Burnt lime (visual check required)
- Concrete additives (type I and II)
- Cement
- Mixed products solely from the materials listed above

If products other than preloads have been transported, cleaning must be carried out before loading with fly ash and appropriate proof must be provided on request. If technical facilities are available at the place of loading

which enable the contractor to load the vehicle himself, the contractor must ensure that loading is safe for transport as well as safe for operation. If appropriate technical equipment is available for operation by the driver at the place of loading, he must also ensure that the load is weighed and the accompanying documents are generated and, at the request of EP Power Minerals GmbH, take samples of the goods to be transported.

There is no separate claim for compensation in this respect. These activities are considered to be included in the compensation.

The contractor guarantees timely delivery to the customer, insofar as a specific delivery date has been contractually agreed. He shall inform EP Power Minerals GmbH immediately of any obstacles to acceptance, transport and delivery as well as any delays that become apparent, of loss of or damage to the goods as well as of all other disruptions to performance and hazards, even if they are the result of an unavoidable event or force majeure.

The contractor is obliged to comply with applicable law, in particular with regard to social regulations, including regulations on driving and rest periods, minimum wage and social security contributions. The contractor warrants that he has the permits and authorizations required under applicable law. If this is no longer the case, he shall inform EP Power Minerals immediately.

The contractor confirms that he has read and understood the EPH Group's ESG guidelines available at <https://www.eppowerminerals.com/en/company/responsibility> and undertakes to comply with them and to train its vicarious agents accordingly. Violations of the ESG guidelines by the contractor shall entitle EP Power Minerals to terminate the contract.

The client may only engage subcontractors with the prior written consent of EP Power Minerals GmbH. In this case, the contractor shall be obliged to enter into agreements with the subcontractor that are identical or at least analogous to those arising for the contractor from this Section 4.

5. Loading times and demurrage

Unless otherwise agreed, a loading and unloading time of 45 minutes applies to silo transports. A loading and unloading time of 30 minutes applies for transport with tipper vehicles.

Exceeding the loading times gives rise to a claim for demurrage if the exceeding of the loading and unloading times falls within the area of responsibility of EP Power Minerals GmbH. In the case of self-loading and unloading, the contractor must provide evidence of the reason for exceeding the time limit if he claims demurrage. If there is an entitlement to demurrage, this will be remunerated appropriately.

6. Rights of inspection of EP Power Minerals GmbH

EP Power Minerals GmbH or its authorized representative shall be entitled to carry out vehicle inspections to ensure that the contractor complies with the obligations under clause 4 of the General Terms and Conditions of Transport. The interests of the client must be protected during inspections. If violations are detected during inspections, the contractor must follow the instructions of the inspector. For example, the vehicle may be sent back to the loading point to reduce the load if it is overloaded. Vehicles that do not meet the cleanliness requirements may be returned. Additional costs resulting from justified complaints shall be borne by the contractor.

7. Liability and indemnification

The contractor shall be liable without limitation for breaches of duty in accordance with point 4. In all other respects, the contractor's liability shall be governed by the statutory provisions.

The contractor shall indemnify EP Power Minerals GmbH within the scope of its liability against all civil law claims asserted by third parties against EP Power Minerals due to its conduct or the conduct of its vicarious agents. The indemnification obligation also extends to all sanctions, fines or other measures under public law imposed by authorities due to any violations by the contractor or his subcontractor, e.g. against the obligation to pay the minimum wage or social security contributions or against obligations incumbent on the contractor under the ESG guidelines of EP Power Minerals GmbH. The obligation to indemnify also includes the costs incurred by EP Power Minerals in the legal defence (e.g. legal fees and court costs).

The liability of EP Power Minerals GmbH for indirect damages or consequential damages, such as economic losses, loss of business or loss of profit of the contractor is excluded.

8. Reservation of group offsetting, prohibition of assignment

EP Power Minerals GmbH shall be entitled to offset all claims to which EP Power Minerals GmbH is entitled against the contractor - irrespective of the legal grounds. Offsetting is permitted against all claims - irrespective of the legal grounds - which the contractor has against EP Power Minerals GmbH or against companies with which EP Power Minerals GmbH is directly or indirectly affiliated (Section 18 Companies Act). The list of affiliated companies will be sent to the contractor on request.

9. Non-disclosure

The contractor undertakes to keep confidential all information, knowledge and documents, e.g. technical and other data, measured values, technology, operating experience, trade secrets, know-how, drawings and other documentation (hereinafter referred to as Information) received from EP Power Minerals GmbH or otherwise made known to EP Power Minerals GmbH or companies affiliated with EP Power Minerals GmbH, not to make them accessible to third parties and to use them only for the purpose of performing the respective transportation contract. The contractor undertakes to return to EP Power Minerals GmbH all information physically transmitted hereunder, such as documents, samples, specimens or the like, immediately upon request by EP Power Minerals GmbH, without retaining any copies or records, and to destroy its own records, compilations and evaluations containing information immediately upon request by EP Power Minerals GmbH and to confirm this to EP Power Minerals GmbH in writing. EP Power Minerals GmbH is entitled to ownership rights and all industrial property rights to information provided by EP Power Minerals GmbH.

10. Advertising material

It is only permitted to refer to the existing business relationship with EP Power Minerals GmbH in information and/or advertising material with the prior express written consent of EP Power Minerals GmbH.

11. Data processing

EP Power Minerals GmbH is 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 has to fulfil under the General Data Protection Regulation, reference is made to the data protection information on the website at <https://www.eppowerminerals.com>.

12. Place of jurisdiction and applicable law

Place of jurisdiction is Dinslaken.

All legal relationships between the contractor and EP Power Minerals GmbH shall be governed by the laws of the Federal Republic of Germany, excluding the conflict of law rules of private international law.