

## Translation of the General Terms and Conditions of Sale and Service

of PlanET Biogas Europe GmbH, PlanET Biogastechnik GmbH, PlanET Service Solution GmbH and PlanET Biogas Global GmbH (**hereinafter uniformly referred to as PlanET**). This English translation of the General Terms and Conditions of Sale and Service (**GTCS**) is provided for convenience only. In case of any discrepancies or contradictions between the English translation and the original German version, **the German version shall prevail**. The German version is the only legally binding version. PlanET does not assume any responsibility for errors, omissions, or misinterpretations that may arise from the translation. Users are encouraged to refer to the original German text for authoritative information and legal interpretation. The footnotes contain information on the legal interpretation.

(Status: October 20, 2025)

### § 1 Scope of application

1. These General Terms and Conditions of Sale and Service (**GTCS**) of PlanET apply to companies, legal entities under public law and special funds under public law within the meaning of **Section 310 para 1 BGB<sup>1</sup>** (**hereinafter uniformly referred to as "customer(s)"**).
2. The current version of the GTCS is available at [www.planet-biogas.com](http://www.planet-biogas.com). The version valid at the time the contract is concluded shall apply to the conclusion of the contract.
3. The GTCS shall apply to all business transactions between PlanET and the Customer (services under purchase, contracts to produce a work<sup>2</sup>, construction, maintenance, service and engineering contracts, including consulting and construction supervision; also included are pre- and post-contractual obligations as well as ancillary obligations, **hereinafter uniformly referred to as "service"**).
4. These GTCS shall also apply without separate inclusion to contract supplements and to maintenance contracts following deliveries as well as within the framework of an ongoing business relationship. In the event that a newer version of these GTCS has been published on the website of PlanET Biogastechnik GmbH ([www.planet-biogas.com](http://www.planet-biogas.com)) prior to the conclusion of the respective contract, the newer version shall apply.
5. Our GTCS shall apply exclusively. We accept orders exclusively in accordance with our GTCS. We shall only recognize terms and conditions that conflict with or deviate from our terms and conditions in the event of express consent. Terms and conditions of the customer or third parties shall not apply even if PlanET does not separately object to their validity in individual cases or if the contract is executed without reservation. Even if PlanET refers to a letter or an announcement that contains the terms and conditions of the customer or a third party or refers to such, this does not constitute agreement with the validity of those terms and conditions.

### § 2 Contractual content and legally binding declarations

1. All agreements made between PlanET and the Customer for the purpose of executing the contract must be made in writing. The written form is also fulfilled by text form by means of remote data transmission (e.g. e-mail), electronic signature via signature programs or fax. The written agreements and these General Terms and Conditions of Sale and Delivery shall in principle fully reflect all agreements between the contracting parties.
2. PlanET is entitled to deliver systems, components and parts other than those agreed (hereinafter jointly referred to as: units) if it was not to be expected at the time of conclusion of the contract that the agreed units would no longer be available or would only be available with a considerably longer delivery time. In this case, PlanET must use units which, taking into account the economic interests of both parties and the characteristics of the agreed units, adequately replace the agreed units while maintaining the equivalence interests of both parties.
3. Information provided by PlanET on the subject of the delivery (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximate unless the usability for the contractually intended purpose requires exact conformity or another provision has not been expressly made. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. PlanET reserves the right to make changes to the design and form, insofar as this does not significantly reduce the performance. PlanET shall only provide a guarantee if PlanET expressly declares in writing that PlanET intends to assume responsibility for all consequences of the absence of the guaranteed characteristic.
4. The Incoterms in the version valid at the time of the conclusion of the contract shall apply to the interpretation of delivery conditions.
5. Cost estimates within the meaning of **Section 632 para. 3 BGB** as well as assignments to determine the need for repair are to be remunerated in accordance with **Section 632 para. 2 BGB** if no price has been agreed.

---

<sup>1</sup> Stands for German Civil Code (Civil Code in the version promulgated on 2 January 2002 (Federal Law Gazette [Bundesgesetzblatt] I page 42, 2909; 2003 I page 738), last amended by Article 1 of the Act of 10 August 2021 (Federal Law Gazette I p. 3515).

<sup>2</sup> In the sense of Section 631 BGB - Contractual duties typical for a contract to produce a work

6. Legally binding declarations and notifications by the customer in relation to the contract (e.g. setting deadlines, notifications of defects, etc.) must be made in writing, unless otherwise specified or unless stricter formal requirements exist by law.

### § 3 Deadlines, delivery periods, default of acceptance, delivery and general obligations of the customer

1. Delivery times and delivery dates ("delivery times") are only binding if the binding nature has been expressly agreed in writing. PlanET does not conclude fixed-date transactions.
2. Delays in delivery due to unforeseeable events shall reasonably extend the delivery times and periods for subsequent improvement, including the time required for the resumption of the fulfillment of the contract. PlanET does not assume any procurement risk and is released from the obligation to deliver (on time) if PlanET is not supplied with the contractual items or with the part(s) or material required for their manufacture through no fault of its own. The statutory rights of PlanET due to impossibility or unreasonableness of performance<sup>3</sup> and/or rectification remain unaffected.<sup>4</sup>
3. PlanET's compliance with delivery deadlines requires that all commercial and technical questions have been clarified. In addition, the timely fulfillment of the following obligations (as requested) is assumed:
  - Receipt of all documents, permits/approvals and releases (in particular the release of plans) to be supplied by the customer,
  - performance of the on-site services required to meet the delivery deadlines,
  - compliance with all relevant legal provisions as well as regulations and guidelines of authorities, trade associations and professional associations (insofar as these are to be complied with by the customer),
  - the provision of technical parameters (transformer characteristics, grid data, etc.) together with approvals,
  - the timely fulfillment of payment obligations,
  - the provision of the bank confirmation/confirmation of creditworthiness and
  - the fulfillment of other obligations of the Customer which may hinder the processing of the order by PlanET in a similar way as the disregard of the aforementioned obligations.
4. If the requirements of **clause 3 of § 3 of these GTCS** are not met or not met on time, the contractual deadlines are extended and the deadlines are postponed by a reasonable period of time, which in principle includes at least the period of the delay. PlanET can invoice the customer separately for any additional expenses incurred by PlanET due to the breach of the requirements in accordance with **Clause 3 of § 3 of these GTCS**.
5. If the customer is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the customer is responsible, PlanET is entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs) in the amount of 0.3% of the net price of the affected contractual items for each completed week of the delay, but no more than 5% of the net price of the affected contractual items as lump-sum compensation, not as a contractual penalty. Proof of higher damages and further statutory claims (in particular withdrawal<sup>5</sup>) shall remain unaffected; however, the lump sum compensation shall be offset against further monetary claims. The customer shall be entitled to prove that PlanET has not incurred any damage at all or only significantly less damage than the aforementioned lump-sum compensation. However, the customer is in any case obliged to make all payments due as if the subject matter of the contract had been delivered on time. Insofar as the customer does not accept the contractual items without justification and PlanET has set a reasonable deadline and pointed out the respective legal consequence in the deadline, PlanET is also entitled, at its discretion, to deliver the contractual item to the customer at the customer's expense and risk or to dispose of the contractual items otherwise and to supply the customer with a reasonable deadline extended by the time of subsequent production, unless the customer is not responsible for the fruitless expiry of the deadline.
6. The Customer shall take the necessary measures to protect persons and property at the place of performance. He must inform PlanET personnel about existing special safety regulations and specific concrete dangers prior to the provision of the service.
7. The Customer must support the installation personnel in carrying out the installation at his own expense and in particular ensure that a sufficiently authorized person can be contacted during the provision of the service, also with regard to the costs. In addition, the customer must ensure that proof of performance and, if necessary, acceptance reports are checked and signed immediately after the service has been provided.
8. Insofar as PlanET does not take back packaging, the Customer is obliged to dispose of packaging at its own expense. The Customer must dispose of any waste materials and replaced materials arising from the delivery.
9. The Customer is prohibited from carrying out reverse engineering on the services of PlanET. The Customer must ensure that no reverse engineering is carried out by third parties.

---

<sup>3</sup> For example, see Section 270 BGB.

<sup>4</sup> For example, see Section 280 et seq. BGB.

<sup>5</sup> See for example Section 346 et seq. BGB in conjunction for example with Section 634 BGB or Section 437 BGB.

#### § 4 Force majeure, impediments to performance, rights of withdrawal

1. If PlanET is prevented by force majeure from fulfilling its contractual obligations, in particular the delivery of products as well as work and assembly services, PlanET shall be released from its obligation to perform for the duration of the hindrance as well as a reasonable start-up time. Contractual deadlines are postponed accordingly. The same applies if the fulfillment of PlanET's contractual obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which PlanET is not responsible, in particular due to labor disputes, official measures, energy shortages or other corresponding operational disruptions (sabotage, etc.).
2. The regulation under the previous clause shall also apply if the circumstances mentioned there occur at a supplier of PlanET which is relevant for the specific delivery.
3. PlanET shall inform the customer of the beginning and end of the circumstances according to **AV 4 clauses 1 and 2 of this GTCS** within a reasonable period of time after becoming aware of them.
4. If the duration of an event according to **§ 4 clauses 1 and 2 of this GTCS** exceeds a period of 6 months, PlanET is entitled to terminate the contract.
5. In the event of a temporary impediment to performance in accordance with **§ 4 clauses 1 and 2 of these GTCS**, the customer's right of withdrawal is excluded for a period of 4 months from the beginning of the impediment to performance.

#### § 5 Agreement for sale

For contracts between PlanET and the customer for services which are subject to the provisions of sales law in accordance with **Section 433 et seq. BGB** or as contracts for work and materials pursuant to **Section 650 para. 1 sentence 1 BGB**, the following provisions shall apply:

##### 1. Delivery and packaging/transfer of risk/default of acceptance/partial delivery

- 1.1 Unless otherwise agreed, the delivery of goods to the customer shall be effected by making the goods available for collection at PlanET's central warehouse, Schildarpstraße 75, 48712 Gescher (place of performance). At the customer's request and expense, the goods shall be shipped to another destination (sale to destination). PlanET is entitled to determine the type of shipment (in particular transport company, shipping route and packaging) itself, unless the parties have agreed otherwise.
- 1.2 Partial deliveries are permissible if they are reasonable for the customer. The risk shall pass to the customer when the delivery item has left PlanET's central warehouse, even if partial deliveries are made. If the shipment is delayed due to circumstances that are not attributable to PlanET, the risk shall pass to the customer from the day of notification of readiness for shipment.

##### 2. Warranty claims<sup>6</sup>

- 2.1 In the case of the sale of used goods, warranty rights are excluded unless PlanET expressly assumes a warranty, it is agreed that PlanET is responsible for certain properties or the goods are described as refurbished, workshop-tested, refurbished, etc. **§ 5 clause 2.1 sentence 1 of these GTCS** shall not apply in the event of gross negligence or willful misconduct on the part of PlanET.
- 2.2 The statement that a coating, a film, a wearing part or other parts and works will last for a certain period of time constitutes neither a warranted characteristic nor a guarantee.
- 2.3 Insofar as a qualitative and quantitative use was assumed for containers, pipes and technical units in the contract or during the sale (e.g. in the context of the application for approval, during sales discussions), damages resulting from the fact that the assumed use was exceeded shall not be compensated by PlanET.
- 2.4 The customer is also obliged to check, maintain and replace services in agreed cycles or cycles specified or customary by PlanET or manufacturers in an agreed manner or in a manner specified or customary by PlanET or manufacturers in order to avoid damage based on defects and consequential damage caused by defects. This applies in particular to coatings, films and wearing parts.
- 2.5 If the customer discovers a defect that could lead to further damage, he is obliged to take measures to prevent consequential damage.
- 2.6 PlanET shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, insofar as a defect actually exists. If the customer's request to remedy a defect proves to be unjustified after objective examination and if the customer is responsible for this, PlanET is entitled to demand reimbursement of the reasonable costs incurred from the customer.
- 2.7 Warranty claims of the customer expire twelve months after delivery of the goods. This does not apply if the law prescribes longer periods.

---

<sup>6</sup> In the sense of Section 437 BGB. Brief description: In the context of purchase agreements, the term "warranty" refers to a defect that occurs when, according to German law, the risk of performance (Section 434, Subsection 1) is transferred from the seller to the buyer. It signifies the legal obligation of a seller to be liable for defects in goods or services that occur within a specified timeframe. In the context of a purchase contract, the term "defect" is defined in Section 434. Unlike a voluntary guarantee, a warranty is a statutory legal claim that comes into effect in the event of a defective purchase contract.

- 2.8 PlanET shall only be liable for expenses incurred within the scope of subsequent performance for removal and installation as well as for the attachment of the purchased item to another item if the defect was not obvious during installation or was not discovered due to gross negligence on the part of the customer.

## **§ 6 Contracts to produce a work**

For contracts between PlanET and the customer, which are to be assessed in accordance with the statutory provisions of the law on contracts for work and services pursuant to **Section 631 et seq. BGB**, the following provisions shall apply:

### **1. Contractual content**

- 1.1 Insofar as PlanET sells different systems/system components, it is the customer's obligation to check whether the system/system components are sufficiently coordinated with each other with regard to the performance limits for his purposes.
- 1.2 It is expressly pointed out that the performance ranges of biogas production plants, biogas upgrading plants, storage facilities (heat, gas, electricity, etc.) and CO<sub>2</sub> liquefaction plants in particular may differ from one another. This also applies if the different plant components are purchased within the framework of a uniform contract. On request, PlanET will support the customer in the assessment.

### **2. Acceptance<sup>7</sup>**

- 2.1 Acceptance of the plant shall generally take place after receipt of a notification of readiness for acceptance, after receipt of a notice of completion or after handover of the plant; the first event to occur shall be decisive. PlanET may propose a specific acceptance date to the customer. The proposal must be complied with unless participation would be unreasonable. From an order value of EUR 50,000 (net), the customer is obliged, at the request of PlanET, to participate in a formal acceptance of the construction work, in which an acceptance report to be signed by both parties is drawn up as part of a joint inspection, which contains all defects identified as well as any agreed deadlines for rectification. In the case of repair and service work and minor assembly work, the customer must ensure that acceptance can be carried out immediately after completion of the work. Upon request, completed parts of the service must be accepted separately.
- 2.2 If no acceptance is requested and the customer has started to use the service or part of the service, acceptance shall be deemed to have taken place 6 working days after the start of use, unless otherwise agreed. Reservations due to known defects must be notified by the customer at the latest by the end of the period specified in the previous sentence.
- 2.3 If no acceptance is requested, the service shall be deemed to have been accepted 12 working days after written notification of completion of the service. Reservations due to known defects must be notified by the customer at the latest by the end of the period specified in the preceding sentence.
- 2.4 If the customer refuses to cooperate in the acceptance or does not participate, the customer shall not be entitled to use the service. Furthermore, in this case he is obliged to compensate PlanET for the resulting damage including additional expenses.

### **3. Claims for defects**

- 3.1 For claims going beyond claims for defects, in particular reimbursement of expenses or claims for damages due to defects or consequential damages, the limitations of liability according to **§ 10 of these GTCS** apply.
- 3.2 Claims by the customer to rectification of defects and reimbursement of the necessary costs are excluded, unless PlanET has fraudulently concealed the defect or caused it intentionally.
- 3.3 In all other respects, the provisions of **§ 5 clauses 2.2 to 2.6 of these GTCS** shall apply accordingly.<sup>8</sup>
- 3.4 The customer's claims for defects shall generally become time-barred one year after the transfer of risk, subject to a mandatory provision with a longer limitation period.

## **§ 7 Software and parameterization**

### **1. Common rules for the purchase of software and parameterization**

- 1.1 Software refers to the general program or system developed or provided for the operation, control, monitoring or evaluation of a technical device. Parameterization refers to the project-specific, individual configuration of the software or control systems for a specific device.

---

<sup>7</sup> In the sense of Section 640 BGB.

<sup>8</sup> In this case, the term "warranty" should be understood as defined in Section 634 BGB. The crucial point for assessing the defect is when the risk of performance is transferred to the commissioner of the work, according to Section 633, Subsection 1, of the BGB. In the context of a work contract, the term "defect" is defined in Section 633.

- 1.2 Neither the purchase of technical equipment with software/parameterization nor the purchase of software/parameterization alone includes parameterizations/software maintenance, parameterization of the software, training, a helpdesk or similar services. Corresponding services shall be agreed and remunerated separately.
- 1.3 The software and the parameterization are considered confidential data. Confidential data must be treated as strictly confidential in the same way as customer confidential information, but at least with the care of a prudent businessman. They may only be used in connection with the purpose for which they were provided. The confidential data may only be disclosed to third parties who use the confidential data within the scope of the purpose of the transfer. The customer must ensure that the receiving third parties comply with the provisions of this section of these GTCS as if the third parties themselves were bound by this agreement.
- 1.4 In the event that the customer is entitled to change the parameterization and the software, it is pointed out that a corresponding change can lead to damage to the system technology, increased wear and tear and loss of performance.
- 1.5 The software/parameterization shall be programmed in accordance with the recognized rules of technology.
- 1.6 The customer may make the backup copies of the software or parameterization required for safe operation. The backup copies must be stored securely and, as far as technically possible, marked with the copyright notice of the original data carrier. Copyright notices, trademarks and product labels may not be deleted, changed or suppressed. Copies that are no longer required must be deleted or destroyed.
- 1.7 The user manual and other documents provided by PlanET may only be copied for internal purposes.

## **2. Use of software**

- 2.1 With the delivery of the software, the customer is granted the right to use the delivered software and its documentation, which is bound to the use of the equipment which, from the point of view of the parties, is to be controlled at the time of the transfer. The customer is only entitled to use the software to process its own data for its own purposes.
- 2.2 Use of the software on multiple systems is prohibited unless the software is expressly designed for multi-user applications (e.g. web applications).
- 2.3 The customer acquires no entitlement to the transfer of the source code or a commentary with the software.
- 2.4 The customer may not revise the software, translate it or convert it from object code to source code.
- 2.5 The customer may not reproduce the software, with the exception of making a backup copy.
- 2.6 The customer must ensure that third parties do not violate the provisions of **§ 7 clauses 2.1 to 2.4 of these GTCS**.
- 2.7 Product descriptions, illustrations, test programs, etc. are at most descriptions of services, but not guarantees. A guarantee requires a written declaration by the management of PlanET.

## **3. Parameterization**

With the purchase of a parameterization, the customer acquires the right to use the parameterization for the object on which the contract is based. Unless otherwise agreed, the parameterization does not include the right to an explanation of the parameterization, as the parameterization of systems represents a trade secret for PlanET.

## **4. Warranty**

- 4.1 The limitation period for material defects and defects of title is one year, unless a longer limitation period is mandatory.
- 4.2 **§ 10 of these GTCS** shall apply.

## **§ 8 Prices, terms of payment, rights of retention, confirmation of financing and deterioration of assets**

1. The agreed prices are generally not all-inclusive prices. For services ordered by the customer which are not covered by the original order, PlanET shall be entitled to an additional, appropriate fee, just as it shall be for difficulties which were not known or obvious at the time the contract was concluded.
2. All prices are net prices. Value added tax and any other taxes shall be added to the prices at the respective statutory rate. Discounts shall only be granted if a corresponding deduction has been agreed.
3. Invoice amounts due are to be paid within 8 working days of receipt of the invoice. Payment by check or bill of exchange is excluded.
4. The customer shall only be entitled to set-off and retention rights in the case of legally established, undisputed or synallagmatic counterclaims.
5. For orders with an order value exceeding € 50,000 (net), PlanET requires a financing confirmation from the financing bank regarding the order value (financing confirmation). If the service is not financed by a bank, solvency can also be established by means of corresponding proof of creditworthiness. The confirmation of financing or creditworthiness must be received by PlanET no later than eight

weeks before the start of construction. If the financing confirmation or confirmation of creditworthiness is not received or not received on time, the contractually agreed deadlines (performance deadlines, contractual penalties, deadlines for premiums, etc.) shall be postponed accordingly.

6. If the customer is in arrears with a due payment despite a reminder or if there are objective circumstances which indicate an imminent or existing inability to pay (e.g. application for the opening of insolvency proceedings), PlanET is entitled to refuse further performance until the outstanding claim has been settled. PlanET can also demand the provision of appropriate security for future services. If the customer does not provide this security, PlanET is entitled to withhold further services.

## § 9 Retention of title and withdrawal

1. The retention of title agreed below serves to secure all existing and future claims of PlanET against the customer arising from the business relationship existing between the contractual partners.
2. The goods delivered by PlanET to the customer shall remain the property of PlanET until all secured claims have been paid in full. The goods as well as the goods covered by the reservation of title which take their place in accordance with the following provisions are hereinafter referred to as "reserved goods".
3. The customer is obliged to store the reserved goods free of charge for the duration of the retention of title and to treat them with care. In particular, he is obliged to protect the reserved goods at his own expense against damage caused by fire, water, property damage and theft and to insure them adequately at their nominal value. The customer must provide evidence of the conclusion of the insurance policy at the request of PlanET. The customer hereby assigns to PlanET all claims for compensation arising from this insurance with regard to damage to the reserved goods. PlanET hereby accepts the assignment. If the assignment should not be permissible, the customer hereby instructs the insurer to make any payments only to PlanET. Further claims of PlanET remain unaffected.
4. If the reserved goods are processed by the customer or by third parties, it is agreed that the processing is carried out in the name and for the account of PlanET as manufacturer and that PlanET directly acquires ownership. However, if the processing is carried out from materials of several owners or if the value of the processed item is higher than the value of the reserved goods, PlanET only acquires co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur for PlanET, the customer hereby transfers co-ownership of the newly created item to PlanET as security in the ratio specified in **§ 9 clause 4 sentence 2 of these GTCS**. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item, so that PlanET or the customer acquires sole ownership, the party to whom the main item belongs shall transfer the co-ownership of the uniform item to the other party on a pro rata basis in the ratio specified in **§ 9 clause 4 sentence 4 of these GTCS**. The provision in **§ 9 clause 4 sentence 2 of these GTCS** shall apply mutatis mutandis in the event of any other statutory acquisition of ownership.
5. **§ 9 clause 4 of these GTCS** shall apply accordingly to assembly services and processing carried out by PlanET.
6. The customer is entitled to dispose of the reserved goods in the ordinary course of business. This authorization ends if the customer is in default of payment to PlanET. Pledges and transfers by way of security are not permitted without the consent of PlanET.
7. In the event of the resale of the reserved goods, the customer hereby assigns to PlanET by way of security the resulting claim (final invoice amount plus VAT) against the purchaser - in the case of co-ownership by PlanET of the reserved goods in proportion to the co-ownership share. The same applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from unauthorized action in the event of loss or destruction. PlanET revocably authorizes the customer to collect the claims assigned to PlanET in his own name. PlanET may only revoke this direct debit authorization in the event of liquidation or default.
8. In the event of seizure or other interventions by third parties, the customer must inform PlanET immediately in writing and provide all necessary information, inform the third party of PlanET's ownership rights and cooperate in the measures taken by PlanET to protect the products subject to retention of title. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action in accordance with **Section 771 ZPO<sup>9</sup>**, the customer shall be liable for the loss incurred by us.
9. At the request of the customer, PlanET is obliged to release the securities to which it is entitled insofar as the realizable value of the securities exceeds the claims of PlanET from the business relationship with the customer by more than 110%, taking into account customary bank valuation discounts. The valuation shall be based on the invoice value of the products subject to retention of title and the nominal value of the claims. PlanET is responsible for selecting the securities to be released.

---

<sup>9</sup> German Code of Civil Procedure (ZPO). German federal law governing civil court proceedings (lawsuits, service of process, evidence, judgments, appeals, costs, enforcement).

10. In the event of a delay in payment according to Section 286 BGB,<sup>10</sup> PlanET is entitled to reclaim the reserved goods after the expiry of a reasonable grace period without notice and without declaring its withdrawal. In this case, the customer must grant PlanET or its authorized representatives immediate access to the goods subject to retention of title and return them.
11. In addition, PlanET is entitled to withdraw from the contract without prejudice to other rights in the event of a breach of contract by the customer, in particular in the event of default of payment. In the event of such a withdrawal, the customer must grant PlanET or its authorized representatives immediate access to the goods subject to retention of title and return them.

#### **§ 10 Liability and damage caused by delay**

1. PlanET is liable for all damages caused by PlanET in accordance with the following provisions:
  - a. In the event of a breach of material contractual obligations caused by simple negligence, the liability for damages shall be limited to the foreseeable, typically occurring damage.
  - b. The liability for damages for vicarious agents<sup>11</sup> is limited to the foreseeable, typically occurring damage in the event of a grossly negligent breach of a secondary obligation.
  - c. In the event of a simple negligent breach of an obligation, PlanET shall not be liable for damages which have not occurred to the objects of performance themselves; in particular, PlanET shall not be liable in these cases for loss of profit or damages to other assets of the customer (so-called consequential damages). Insofar as liability nevertheless arises in these cases, it is limited to the foreseeable damages typical for the contract.
  - d. Insofar as the customer is entitled to compensation for damages instead of performance due to a negligent breach of duty, liability shall be limited to compensation for foreseeable, typically occurring damages.
  - e. In the event of a breach of non-essential contractual obligations, PlanET's liability is excluded in the event of simple negligence.
  - f. Liability for culpable injury to life, body or health remains unaffected. In addition, PlanET shall be liable without limitation in accordance with the statutory provisions for damages which are covered by liability under mandatory statutory provisions, such as the Product Liability Act, as well as in the event of the assumption of guarantees.
2. PlanET is not liable for indirect damages or consequential damages such as downtime costs, loss of production and use, loss of profit, loss of sales, damage to intellectual property, loss of information or data, unless these consequential damages were caused by intent or gross negligence on the part of PlanET.
3. PlanET's liability for claims for damages of any kind, with the exception of damages resulting from injury to life, body and health, is limited to a total amount of 15 percent of the order value.
4. The regulations according to **§ 10 clauses 1 to 3 of these GTCS** apply both in favor of the legal representatives, executives and employees of PlanET as well as in favor of other third parties whose services PlanET uses to fulfill the contract.
5. The customer undertakes to indemnify PlanET, its bodies, its employees and vicarious agents against all losses, costs, claims for damages, expenses, liability obligations or other claims due to personal injury or property damage caused by intent or negligence or breach of the customer's duty of care or caused by inadequate maintenance of the contractual objects or inadequate or improper operation or use of the contractual objects by the customer, to defend against these and to indemnify PlanET against these on first request. The customer is also liable for his organs, employees and vicarious agents.
6. The customer shall only use the products in accordance with the contract, in particular he shall not change or remove existing warnings about the dangers of improper use of the products. In the event of a breach of this obligation, the customer shall indemnify PlanET internally against product liability claims by third parties.

#### **§ 11 Intellectual property and confidentiality**

1. All rights to offers, work results as well as drawings, illustrations, calculations, models, catalogs, expert opinions, tools, etc., in particular all intellectual property and property rights thereto, which are established in the context of the fulfillment of PlanET's contractual obligations or already exist at the time of conclusion of the contract (hereinafter "intellectual property"), belong exclusively to PlanET. The customer may only use the intellectual property within the scope of the purpose of the transfer. In this respect, the customer is entitled to a non-exclusive, non-transferable, non-assignable, non-sublicensable right of use for an unlimited period of time, insofar as this is necessary for use.

---

<sup>10</sup> In the sense of Section 286 BGB.

<sup>11</sup> In the sense of Section 278 BGB.

2. No transfer of intellectual property shall take place on the basis of the contract or on the basis of the delivery - irrespective of whether this already exists on conclusion of the contract or has arisen in the course of performance of the contract - unless the parties explicitly agree this in writing.
3. The customer is prohibited from reverse engineering. He must ensure that third parties do not engage in reverse engineering.
4. The customer is obliged to treat all non-public commercial and technical information disclosed by PlanET or a company commissioned by PlanET as strictly confidential.

#### **§ 12 Data protection, data recording and data transmission**

1. The privacy policy of PlanET Biogastechnik GmbH applies to PlanET. This is available at the following link: <https://planet-biogas.com/de/datenschutzerklaerung/>. PlanET will send this to the customer as a PDF on request.
2. PlanET has the right to equip the contractual products with a data recording device and to operate this for an indefinite period of time. The purpose of the data recording and data processing is limited to checking and improving the technical functionality and parameters of the contractual products, product development at PlanET and the control and advertising of maintenance, repair and service work. The customer permits and enables PlanET and third parties commissioned by PlanET to retrieve the generated data either manually (during normal business hours) or online.

#### **§ 13 Use of project and customer data as well as project images (photo, film) for marketing purposes, quality assurance and documentation**

1. PlanET is entitled to document the delivered services - from the start of the project to commissioning - in words, images and film (e.g. by means of photo, film or time-lapse recordings, also using drones). This right ("right to take illustrations") includes in particular with regard to image and film recordings: Systems, system components and system technology, structures, paths, buildings and land as well as persons who are technically or visually connected to the project. The purpose of the right to take illustrations is limited to internal documentation, quality assurance, proof of services rendered and marketing purposes in the broadest sense. PlanET undertakes to exercise this right with due care and to protect the legitimate interests of the customer. Drone flights must be announced in advance. PlanET undertakes to take the customer's safety concerns into account. The customer may object in writing to the production of individual recordings for good cause, in particular if interests worthy of protection are affected. The objection must state whether the recording is being objected to for documentation, quality management or marketing purposes. An objection must be sent in text form, stating the reason and the recordings concerned, to the following e-mail address: [contradiction@planet-biogas.com](mailto:contradiction@planet-biogas.com). PlanET will examine the objection with regard to each stated purpose and, if there is an important reason, will remedy the objection on a purpose-related basis.
2. PlanET is entitled to use the media produced in accordance with **§ 13 clause 1 of these GTCS** for marketing purposes on the PlanET homepage, on social media platforms, in electronic media and in print media, stating the location, the operator, the client and the main project parameters. The used media may also include other plant technology, technical equipment, buildings, vehicles, paths and properties, persons, etc., provided this is not unreasonable for the customer. PlanET undertakes to use the media with due care and to take the legitimate interests of the customer into account appropriately when publishing them. The customer may object to the use of individual media for good cause, in particular if interests worthy of protection are affected. An objection must be sent in text form, stating the reason, to the following e-mail address: [contradiction@planet-biogas.com](mailto:contradiction@planet-biogas.com)

#### **§ 14 Final provisions**

1. The transfer of rights and obligations of the customer to third parties is only possible with the prior written consent of PlanET. The customer may only assert a right of retention if his counterclaim is based on the same contractual relationship.
2. The law of the Federal Republic of Germany shall apply to the legal relationship between PlanET and the customer.
3. The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship is the registered office of PlanET. However, PlanET is also entitled in all cases to take legal action at the place of fulfillment of the delivery obligation or at the general place of jurisdiction of the customer. Overriding mandatory statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.
4. Arbitration clauses are contradicted.
5. An invalid or unenforceable individual agreement shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provision on individual agreements shall apply accordingly in the event that the contract proves to be incomplete.