



1. Definitions

In this document: (a) "Agreement" shall mean the binding contract formed as described in Section 2.1 herein; (b) "Goods" shall mean both tangible and intangible Goods, including software and related documentation and packaging. This shall be deemed to include work and services. Supplies shall include acceptable products already produced or to be produced by Supplier or any third party, for which the principal material is provided by Supplier. (c) "Supplier" shall mean each person or entity that enters, as a company, into an Agreement with Sunfire Fuel Cells for the commercial provision of Goods and services.

2. Conclusion of Agreement

2.1. Supplier is bound by his quotation for at least one year. Upon receipt by Supplier of a Purchase Order, a binding Agreement shall be formed unless Supplier objects to the Purchase Order within 48 hours after its receipt. These General Conditions of Purchase, together with the relevant Purchase Order and its annexes issued by Sunfire Fuel Cells, set forth the terms under which Sunfire Fuel Cells purchases Goods and/or services. Any additions and amendments of the Agreement require the express written confirmation by Sunfire Fuel Cells. Any correspondence related to the Agreement shall be conducted solely with Sunfire Fuel Cells's general management or with the purchasing department designated by Sunfire Fuel Cells. Any arrangement agreed to by Sunfire Fuel Cells's other employees which change the content of the Agreement requires the written consent of Sunfire Fuel Cells's general management or a duly authorized person.

2.2. Sunfire Fuel Cells is not bound by and hereby expressly rejects Supplier's general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgement, invoice, packing slip or the like used by Supplier. Silence, the acceptance of Goods and any usage of trade shall not be applied to annul or modify the General Conditions of Purchase of Sunfire Fuel Cells.

2.3. All costs incurred by Supplier in preparing and submitting any quotation to Sunfire Fuel Cells shall be borne by Supplier.

2.4. Sunfire Fuel Cells may cancel or terminate the Agreement in whole or in part at any time on written notice to Supplier in the event that Sunfire Fuel Cells's customer fails to execute the respective supply agreement between Sunfire Fuel Cells and Sunfire Fuel Cells's customer. No cancellation charges are due before Supplier has started to carry out the delivery or perform the service. However, Supplier may request compensation for any demonstrably necessary and verifiable costs incurred by performance of deliveries and services taken on, rightly, in reliance to performance of the Agreement. In the event Supplier already started performance of supplies and services, he may request a compensation for production and material costs demonstrably incurred by him until receipt of cancellation or termination, less saved expenses.

Any claim for reimbursement of expenses or costs must be submitted to Sunfire Fuel Cells in writing (including supporting documents) within two (2) weeks of receipt of Sunfire Fuel Cells's cancellation or termination notice.

2.5 Sunfire Fuel Cells may request reasonable changes from Supplier with regard to the Goods to be delivered affecting composition, quantity, construction and design. Mutually satisfactory agreements shall be concluded concerning the consequences of such modifications, in particular with regard to changes in the cost structure as well as with regard to delivery dates.

3. Delay in delivery

All dates referred to in the Agreement shall be firm. In the event delivery of the Goods is not executed at the date specified in the Purchase Order, Supplier shall be deemed to be in default without further dunning notice. During the period of default, Supplier shall be obliged to compensate Sunfire Fuel Cells for all default damages unless Supplier is proven not to be held responsible for the delay. In the event that Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations, Supplier shall promptly notify Sunfire Fuel Cells in writing.

4. Terms of Delivery

4.1. Deliveries shall be completed in accordance with Sunfire Fuel Cells's instructions. Unless expressly agreed otherwise in writing, all shipments will be made DDP "Delivered Duty Paid" (INCOTERMS 2010) to the delivery address specified in the Agreement.

4.2. Acceptance and payment of the Goods shall neither constitute approval of the Goods nor does it mean that Sunfire Fuel Cells recognises them as conforming to the Agreement. The same shall apply to the acceptance and payment of services.

4.3. Supplier shall, concurrently with the delivery or performance, provide Sunfire Fuel Cells with copies of all applicable licenses, permissions and certificates. Supplier shall update such licenses, permissions and certificates from time to time to ensure continued compliance with all applicable laws.

4.4. Supplier shall make no partial delivery or delivery before the agreed delivery date(s) without Sunfire Fuel Cells's prior express agreement. Sunfire Fuel Cells reserves the right to refuse delivery of Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or agreed costs of shipment. Sunfire Fuel Cells shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods, prior to delivery in accordance with the Agreement.

4.5. Supplier shall pack, mark and ship the Goods in accordance with sound commercial practices and Sunfire Fuel Cells's specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Goods shall be clearly marked as destined for Sunfire Fuel Cells. Notwithstanding the provisions of the applicable Incoterm, Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package or handle (before delivery as per the applicable Incoterm) the Goods.

5. Changes to Goods

Supplier shall not, without prior consent of Sunfire Fuel Cells, make any major changes affecting Goods that could have significant impact upon the form, fit, function, processing performance or the use of the Goods. Supplier shall issue a PCN (Process Change Notification) timely in advance to receive acceptance from Sunfire Fuel Cells.

6. Performance of services

6.1. Supplier shall perform the services with due skill and care, using the proper materials and employing sufficiently qualified staff.

6.2. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted for provision of the service or in connection with the Agreement.

6.3. Only written confirmation by Sunfire Fuel Cells shall constitute acceptance of the services performed.



7. Acceptance and rejection of Goods

7.1. Acceptance and/or payment of the Goods by Sunfire Fuel Cells shall not constitute approval of the Goods. Reference is made to Section 4.2.

7.2. Sunfire Fuel Cells may, at any time, inspect the Goods and the manufacturing process for the Goods. If any inspection or test by Sunfire Fuel Cells is made on the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of Sunfire Fuel Cells's employees.

7.3. As far as the commercial duty to examine and give notice of defects applies, such duty is limited to examination of Goods with respect to quantity and identity, visible transportation and packaging damages and tests of the Goods on a sample basis. Sunfire Fuel Cells shall inspect the Goods within reasonable time. Notification of obvious defects shall be given within two (2) weeks from receipt of the Goods. Notification of latent defects shall be effected promptly after their discovery. Section 10 below shall apply if Sunfire Fuel Cells does reject any of the Goods or services. Within two (2) weeks from such notification, Supplier shall collect the Goods from Sunfire Fuel Cells at its own expense or shall promptly perform the services again in accordance with Sunfire Fuel Cells's instructions at its own expenses. If Supplier does not collect the Goods within such two (2) weeks period, Sunfire Fuel Cells may have the Goods delivered to Supplier at Supplier's cost and risk, or with the Supplier's prior consent may destroy the Goods, without prejudice to any other right or remedy Sunfire Fuel Cells may have under the Agreement or at law.

7.4. If, as a result of random sampling, any portion of a lot or shipment of like or similar items is found not to conform to the Agreement, Sunfire Fuel Cells may reject and return the entire shipment or lot without further inspection or, at its option, perform complete inspection of all items in the shipment or lot, reject and return any or all nonconforming units (or accept them at a reduced price) and charge Supplier the cost of such inspection or accept it at a reduced price.

8. Prices, Payment

8.1. All prices quoted in the Agreement shall be fixed prices and include all parts of Goods and services. Statutory taxes on the prices shall be specified as to their type and amount and shown separately.

8.2. At the time of delivery or performance of service, but ultimately within two months from delivery, Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and which shall contain: (a) full company name and full company address of Sunfire Fuel Cells, (b) the Sunfire Fuel Cells Purchase Order number, and (c) all information that allows Sunfire Fuel Cells to take advantage of any applicable VAT input tax deduction. In addition, Supplier shall inform Sunfire Fuel Cells whether Sunfire Fuel Cells is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.

8.3. Any license fees shall be included in the price.

8.4. Subject to the acceptance of the Goods without reservation by Sunfire Fuel Cells, payment shall be made within sixty (60) days from receipt of the correct invoice in accordance with Section 8.2 in the proper form. In case of payment within fourteen (14) days from receipt of the invoice, Sunfire Fuel Cells shall be entitled to deduct a 3% discount from the invoice amount.

8.5. If Supplier fails to fulfil any of its obligations under the Agreement, Sunfire Fuel Cells may suspend payment to Supplier upon notice to Supplier.

8.6. Sunfire Fuel Cells shall not be obligated to perform in person but may also be allowed to perform through a third party determined by Sunfire Fuel Cells.

9. Warranty

9.1. Supplier represents and warrants to Sunfire Fuel Cells that: (a) all Goods are suitable for the intended use and shall be new, merchantable, of good quality and free from all defects in design, material, construction and workmanship; (b) all Goods strictly comply with the specifications, approved samples and all other requirements under the Agreement; (c) all required licenses in

relation to the Goods are and shall remain valid and in place, that the scope of such licenses shall properly cover the intended use of the Goods and all such licenses shall include the right to transfer and the right to grant sub-licenses; (d) all Goods shall be free from any and all third-party liens and encumbrances; all Goods are designed, manufactured and delivered, and all services have been provided in compliance with all applicable laws and regulations; (e) the Goods will be accompanied by written and detailed specifications of the composition and characteristics of the Goods, to enable Sunfire Fuel Cells to transport, store, process, use and dispose of such Goods safely and in compliance with law; (f) all Goods do not violate or infringe any third party domestic or foreign patent, copyright, trade secret, trademark or other intellectual property rights.

9.2. These warranties are not exclusive and shall not be deemed to exclude any other claims which Sunfire Fuel Cells may be entitled to, but shall be in addition. Delivery, inspection, acceptance, payment or resale of all or any part of the Goods or services shall not affect these warranties, which shall extend to Sunfire Fuel Cells and its customers, and shall not be deemed to be a waiver of Sunfire Fuel Cells's warranty claims and other rights.

9.3. The warranty period for warranties set forth in Section 9.1 and 9.2 is at least twelve (12) months from the date of delivery as per Section 4.1., or such other period as agreed in the Agreement (the "Warranty Period").

9.4. Goods repaired or replaced within the Warranty Period are warranted for the remainder of the original Warranty Period of said Goods, or for twelve (12) months following the delivery date of such repaired or replaced Goods, whichever is longer.

10. Liability for defects

10.1. If any Goods are defective or otherwise do not conform to the warranties and any other requirements of the Agreement, Sunfire Fuel Cells may, without prejudice to any other right or remedy available to it under the Agreement or at law: a) demand Supplier to - at Sunfire Fuel Cells's discretion - either promptly repair or replace the nonconforming Goods free of charge; and b) reduce the agreed price or rescind the Agreement in whole or in part or claim damages instead of performance if repair or replacement is still not or not successfully effected after expiry of a reasonable period of grace set by Sunfire Fuel Cells; however, rescinding the Agreement does not preclude Sunfire Fuel Cells from claiming damages instead of performance in addition hereto; or c) in urgent cases where Supplier, due to reasons for which he is responsible, cannot be informed in time and requested to repair or replace within a period of grace, Sunfire Fuel Cells may itself repair or replace the nonconforming Goods at the Supplier's cost.

10.2. Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods, and shall reimburse Sunfire Fuel Cells in respect of all costs and expenses (including, without limitation, inspection, disassembling, installation, handling and storage costs) incurred by Sunfire Fuel Cells in connection therewith. Sunfire Fuel Cells shall also be entitled to claim reimbursement of costs incurred by Sunfire Fuel Cells in relation to the inspection if the above-average occurrence of faults compels Sunfire Fuel Cells to conduct incoming inspections over and above the usual level of random sample inspections. In the event of defects which are not discovered until the Goods are machined or processed by Sunfire Fuel Cells or used, Sunfire Fuel Cells shall be entitled to claim reimbursement of any costs incurred to no avail.

10.3. Risk in relation to the defective or nonconforming Goods shall pass to Supplier upon the date of notification thereof.

11. Product liability

If Goods delivered or services performed by Supplier give rise to claims in favour of a third party based on product liability law and/or require appropriate security measures, Sunfire's rights vis-à-vis Supplier shall be governed by the applicable legal provisions. Especially, Supplier shall exempt Sunfire Fuel Cells from and against any third party's claims and Sunfire Fuel Cells's legal costs



provided that Supplier is responsible for the defect causing such product liability. In the event that a defect of Goods supplied by or services performed by Supplier require the issuance of a warning notice or the initiation of a recall action, Supplier hereby instructs Sunfire Fuel Cells to perform any such appropriate security measures. It is for Sunfire Fuel Cells's decision to determine the appropriate action to be taken; Sunfire Fuel Cells shall take into account Supplier's interests adequately.

12. Ownership and Intellectual Property

12.1. All machinery, tools, drawings, specifications, raw materials and any other property or materials furnished to Supplier by or for Sunfire Fuel Cells for use in the performance of the Agreement, shall be and remain the sole exclusive property of Sunfire Fuel Cells. All machinery, tools, drawings, specifications, raw materials, deliverables and any other property or materials paid for by Sunfire Fuel Cells shall at the time of manufacture become the sole exclusive property of Sunfire Fuel Cells. Any processing by the Supplier shall take place on behalf of Sunfire Fuel Cells, and if Supplier acquires co-ownership by combining or mixing the goods, it hereby assigns that portion to Sunfire Fuel Cells. Sunfire Fuel Cells shall accept such assignment. The transfer of possession shall be replaced by Supplier safekeeping the items for Sunfire Fuel Cells free of charge. Sunfire Fuel Cells's property shall not be furnished to any third party without Sunfire Fuel Cells's prior written consent, and all information with respect thereto shall be confidential and proprietary information of Sunfire Fuel Cells. Any and all of the foregoing shall be used solely for the purpose of fulfilling orders from Sunfire Fuel Cells, shall be marked as owned by Sunfire Fuel Cells, shall be held at Supplier's risk, shall be kept in good condition and, if necessary, shall be replaced upon Sunfire Fuel Cells's prior consent by Supplier at Supplier's expense, shall be subject to periodic inventory check by Supplier as reasonably requested from time to time by Sunfire Fuel Cells, and shall be returned promptly upon Sunfire Fuel Cells's first request. Items in replacement for Sunfire Fuel Cells's property shall become the sole exclusive property of Sunfire Fuel Cells. Transfer of possession shall be replaced by Supplier safekeeping the items for Sunfire Fuel Cells free of charge. If the Supplier places an order with a sub-supplier for the manufacture of tools, machinery or models for the execution of this Agreement, and Sunfire Fuel Cells pays for the tools, machinery or models, then the Supplier shall assign to Sunfire Fuel Cells his claim against the sub-supplier for transfer of ownership in such tools, machinery or models. Except as otherwise expressly agreed in writing, Supplier agrees to furnish at its own expense all machinery, tools, and raw materials necessary to perform its obligations under the Agreement.

12.2. Sunfire Fuel Cells shall retain all rights in any samples, data, works, materials and intellectual and other property provided by or for Sunfire Fuel Cells to Supplier.

12.3. Supplier shall not use any trademark, trade name or other indication in relation to the Goods or services, alone or in any combination, without Sunfire Fuel Cells's prior written approval. Also, Supplier shall not publicly make any reference to Sunfire Fuel Cells, whether in press releases, advertisements, sales literature or otherwise.

12.4. Supplier shall provide without additional charge to Sunfire Fuel Cells any documentation required to install, use and maintain the Goods/services (including any software incorporated therein in object code form and source code form), containing a level of detail and quality of information such that a person reasonably qualified for the position for which the document was written (e.g. user, developer, maintenance technician, operator, process engineer, and others) will be able to perform his or her assigned tasks by solely reading and/or referring to the documentation. Supplier shall grant to Sunfire Fuel Cells without additional charge the right to reproduce all or part of the documentation for internal use by Sunfire Fuel Cells and its consultants, contractors, and business partners.

13. Intellectual Property Indemnification

13.1. Supplier shall indemnify and hold harmless Sunfire Fuel Cells in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Goods or services alone or in any combination or their use infringes any third-party intellectual property right, or, if so directed by Sunfire Fuel Cells, shall defend any such claim at Supplier's own expense, provided that Supplier is responsible of such alleged infringement.

13.2. Sunfire Fuel Cells shall give Supplier prompt written notice of any such claim. Supplier shall provide all assistance in connection with any such claim as Sunfire Fuel Cells may reasonably require. Any delay in notice shall not relieve Supplier of its obligations under Section 13. except to the extent it is prejudiced by such delay.

13.3. If any Goods or services, alone or in any combination, supplied or performed under this Agreement are held to infringe third-party property rights and if their use is enjoined, Supplier shall, as directed by Sunfire Fuel Cells, but at its own expense: either (a) procure for Sunfire Fuel Cells or customers the right to continue using the Goods or services alone or in any combination; or (b) replace or modify the Goods or services alone or in any combination with a functional, non-infringing equivalent.

13.4. If Supplier is unable either to procure for Sunfire Fuel Cells the right to continue to use the Goods or services alone or in any combination or to replace or modify the Goods or services alone or in any combination in accordance with the above, Sunfire Fuel Cells may terminate the Agreement and upon such termination, Supplier shall reimburse to Sunfire Fuel Cells the price paid, without prejudice to Supplier's obligation to indemnify and hold harmless Sunfire Fuel Cells.

14. Compliance with Laws

14.1. Supplier shall at all times comply with all relevant laws, rules, regulations, and ordinances applicable to the Agreement, including, but not limited to, all fair labour, equal opportunity and environmental compliance laws, rules, regulations, and ordinances.

14.2. The European Chemicals Agency (ECHA) has published on its website a list of substances of very high concern which meet the criteria listed in Article 57 of the REACH Regulation and have been identified in accordance with Article 59 of the REACH Regulation. Referring to Article 33 (2) of the REACH Regulation, Sunfire Fuel Cells requests the supplier informing Sunfire Fuel Cells of whether the articles, the supplier markets, contain any of these substances of very high concern in a concentration above 0.1 % and the supplier providing Sunfire Fuel Cells with the information necessary to allow safe use of these articles.

15. Export Controls Compliance

15.1. Supplier warrants that it will comply with all applicable international and national export control laws and regulations and that it will not export or re-export, directly or indirectly, any information, goods, software and/or technology to any country for which the European Union, the United States of America or Japan or any other country, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval.

15.2. Supplier agrees to inform Sunfire Fuel Cells in writing whether or not the supplied information, goods, software and/or technology are goods of which the export is restricted or prohibited under the export control laws of the US or its own country, and if so, Supplier will inform Sunfire Fuel Cells about the extent of the restrictions and prohibitions (including but not limited to export control legal jurisdiction, export control classification numbers, export control licenses and/or CCATS as applicable).

15.3. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide Sunfire Fuel Cells with all information required to enable Sunfire Fuel Cells and its customers to comply with such laws and regulations.



15.4. Supplier agrees to indemnify and hold Sunfire Fuel Cells harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorney's fees), which Sunfire Fuel Cells may incur due to Supplier's non-compliance with applicable laws, rules and regulations. Supplier agrees to notify Sunfire Fuel Cells promptly of Supplier's receipt of any such notice of a violation of any export control related law, rule or regulation, which may affect Sunfire Fuel Cells.

16. Customs Compliance

16.1. On an annual basis, Supplier shall provide Sunfire Fuel Cells with a supplier declaration of origin/certificates of origin in relation to the Goods sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt, and (b) any applicable export licensing regulation, including those of the United States. In particular, the declaration should explicitly mention whether the Goods, or parts thereof, have been produced in the United States or originate in the United States. Dual-use Goods, or otherwise classified Goods supplied by Supplier should be clearly identified by their classification code.

16.2. For all Goods that qualify for application of Regional or Free Trade Agreements, General Systems of Preference or other preferential arrangements, it is the responsibility of the Supplier to deliver products with the appropriate documentary evidence (e.g. Supplier's declaration, preferential certificate of origin/invoice declaration) to confirm the preferential status of origin.

16.3. Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the customs authorities of the country of receipt. If any Goods are imported, Supplier shall when possible allow Sunfire Fuel Cells to be the importer of record. If Sunfire Fuel Cells is not the importer of record and Supplier obtains duty drawback rights to the Goods, Supplier shall, upon Sunfire Fuel Cells request, provide Sunfire Fuel Cells with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Sunfire Fuel Cells.

17. Limitation of Liability

Sunfire Fuel Cells shall not be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which include without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data. In no event shall Sunfire Fuel Cells be liable to Supplier for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by Sunfire Fuel Cells.

These limitations of liability do not apply in cases of injury to life, body or health, if liability arises from gross negligence, intent or fraud. Further, these limitations of liability do not apply in case of Sunfire Fuel Cells's violation of a material contractual obligation; then the amount of such liability shall be limited to foreseeable damage typical for the Agreement.

18. Force Majeure

Force majeure is every extraordinary event that had been unforeseeable at the time of conclusion of the Agreement and cannot be averted even if due care is taken, e.g. natural phenomena, wars etc. This shall also apply if these extraordinary events affect sub-suppliers. The contractual rights and obligations shall be suspended for the duration of the force majeure. The affected party shall inform the other party immediately about occurrence and cause of the delay and later about its termination. The respective other party shall be entitled to terminate the Agreement by written notice if the circumstance constituting force majeure endures continuously for more than thirty (30) days. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, breach of contract by third parties contracted by Supplier, or financial problems of Supplier.

19. Suspension and Termination

19.1. Without prejudice to any other right or remedy available to Sunfire Fuel Cells under the Agreement or at law, Sunfire Fuel

Cells, without any liability, shall be entitled at its discretion to suspend performance of its obligations in whole or in part by means of written notice to Supplier or to terminate or cancel the Agreement in whole or in part by means of written notice to Supplier in the event that: (a) Supplier files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors; (b) Supplier becomes the subject of a petition in bankruptcy, liquidation, assignment for the benefit of creditors or similar proceeding; (c) Supplier ceases or threatens to cease to carry on business in the ordinary course; (d) Supplier breaches any of its material obligations under the Agreement; or (e) Supplier fails to provide adequate assurance of performance following a corrective action request by Sunfire Fuel Cells due to performance/quality complaints.

19.2. Sunfire Fuel Cells shall not be liable to Supplier by virtue of such termination.

20. Confidentiality

20.1. Supplier shall treat all information provided by or on behalf of Sunfire Fuel Cells under the Agreement as confidential. This shall also apply to all information generated by Supplier for Sunfire Fuel Cells. All such information shall be used by Supplier only for the purposes of the Agreement. Supplier shall protect Sunfire Fuel Cells's information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of Sunfire Fuel Cells and Supplier shall, upon Sunfire Fuel Cells's demand, promptly return to Sunfire Fuel Cells all such information and shall not retain any copy thereof.

20.2. The existence and the contents of the Agreement shall be treated as confidential by Supplier.

21. Miscellaneous

21.1. Supplier will maintain comprehensive or commercial general liability insurance (including without limitation products liability, property damage and personal injury liability) with, unless otherwise agreed, a minimum limit of five (5) million Euro for claims of bodily injury, including death, and any other damages that may arise from use of the Goods or services or acts or omissions of Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. Supplier shall inform Sunfire Fuel Cells of any cancellation, rescission or reduction in coverage with a minimum of 30 days prior written notice. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Sunfire Fuel Cells upon Sunfire Fuel Cells's request.

21.2. Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of Sunfire Fuel Cells. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Supplier from its obligations under the Agreement.

21.3 The rights and remedies reserved to Sunfire Fuel Cells are cumulative and are in addition to any other or future rights and remedies available to Sunfire Fuel Cells under the Agreement, at law or in equity.

21.4. Supplier assures, with respect to employees working in the Federal Republic of Germany, by means of an independent warranty to strictly comply with the provisions of the law on a general minimum wage (Mindestlohngesetz - MiLoG) and that he, his subcontractors and assigned temporary work employers fulfil their obligations under this law, including without limitation to pay the minimum wage. In case of breach of this warranty, Sunfire Fuel Cells shall be entitled to withdraw the Agreement from Supplier with immediate effect or to terminate the Agreement with Supplier without notice. In case of withdrawal or termination of Agreement, Supplier shall compensate Sunfire Fuel Cells for all damage resulting directly and indirectly thereof and compensate all economic losses. The same shall apply if supplier is held liable for payment by third parties, in particular by employees of the Supplier, its subcontractors or assigned temporary work



employers, in accordance with Section 13 MiLoG, Section 14 AEntG.

Upon Sunfire Fuel Cells's request, Supplier shall be obligated to provide Sunfire Fuel Cells with supporting documents on payment of the minimum wage by Supplier, its subcontractors and assigned temporary work employers (e.g. records on hours worked and wages paid) and to grant Sunfire Fuel Cells access to the (anonymised) payrolls. Supplier shall impose those obligations also to its subcontractors and assigned temporary work employers.

21.5. Supplier shall provide Sunfire Fuel Cells with written notice of all product discontinuances twelve (12) months prior to the last order date, including as a minimum Sunfire Fuel Cells material or part numbers, substitutions, and last order and shipment dates.

21.6. Neither the failure nor the delay of Sunfire Fuel Cells to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of Sunfire Fuel Cells to enforce each and every provision of the Agreement. Any amendments and additions to this Agreement must be made in writing to be legally effective. The respective documents must contain a reference to this Agreement and be signed by both parties.

21.7. In the event that any provision(s) of these General Conditions of Purchase and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of these General Conditions of Purchase. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

21.8. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty (Clause 10), Intellectual Property (Clauses 12 and 13), Confidentiality (Clause 20), shall survive.

21.9. This Agreement shall be governed by the laws of the Federal Republic of Germany without regard to or application of conflicts of law rules or principles. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the Parties who have authority to settle the same.

21.10. Any dispute or claim between the Parties arising out of or in connection with this Agreement or the formation, interpretation, breach, or termination thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The place of arbitration is Neubrandenburg. The number of arbitrators is three. The language of the arbitral proceedings is English. The material laws to be applied by the arbitrators shall be the laws as determined under Section 21.9. Nothing in this Section 21.10 shall preclude either Party from seeking injunctive relief from a court of competent jurisdiction.