

Supplementary trade terms of Onejoon GmbH

As of March 2020

These trade terms take precedence over possibly deviating agreements within the General Terms and Conditions of Onejoon GmbH ("Onejoon").

A. Liability clause

1. Under or in connection with this contract Onejoon shall only be liable regardless of the form of action and whether in contract, tort, negligence or otherwise for culpably caused damage to property. The maximum overall liability (including all indemnification obligations, if any) of Onejoon under or in connection with this contract regardless of the form of action and whether in contract, tort, negligence or otherwise for culpably caused damage shall be limited to a maximum amount equal to _____ of the total net order value in the aggregate.
2. Onejoon shall not, regardless of the form of action and whether in contract, tort, negligence or otherwise, be liable (or obligated to indemnify) for any loss of use or production, loss of profit or loss of data or of any other indirect, financial or consequential damages or losses, whether foreseeable or not.
3. This limitation of liability shall not apply in case of personal injury, gross negligence and intent.

B. Liquidated Damages

If Onejoon exceeds the agreed and penalised timelimit for start of operation (SOP), Onejoon – provided the buyer can demonstrate that the delay has resulted in damage and provided that Onejoon is solely responsible for the delay – is liable for any damage which is proved to be due to such delay up to a maximum of 0,5 % of the net total order value for each completed week of default, but not more than maximum altogether 5 % of the net total order values. The payment of the liquidated damages shall constitute the buyer sole and exclusive remedy for such delay. More extensive rights based on delay are excluded.

C. Cancellation of contract

1. The buyer will only be entitled to return the installation or to withdraw from contract altogether if
 - (1) they buyer has informed the seller in writing of the serious deficiency,
 - (2) several attempts of subsequent improvement have failed,
 - (3) the plant differs from the agreed specifications in material points,
 - (4) the plant is not able to achieve the agreed functionality,
 - (5) the buyer cannot be compensated by a reasonable reduction in price and
 - (6) the buyer cannot reasonably be expected to keep the installation.
2. If the aforementioned conditions are not met, the buyer shall only be entitled to withdraw from or terminate the contract if he pays to Onejoon (1) the amounts due for the work actually

performed, (2) for all items already ordered by sub-suppliers but not yet delivered, (3) all costs for cancellation of purchases at its sub-suppliers, for other expenses, which have provenly occurred, overhead fees and (6) loss of profit. Any other rights of buyer to cancel or withdraw from the contract or to return the installation shall be excluded.

D. Acceptance

Such acceptance is deemed to have been occurred, if (1) 2 months have passed since delivery of the installation and Onejoon is not responsible for non-acceptance, or (2) the installation is put into commercial operation, or (3) buyer is operating the installation independently, or (4) as soon as the testing on completion has been concluded with acceptable results. Defects which do not substantially impair the function of the installation shall not hinder acceptance.

E. Place of jurisdiction

1. Exclusive place of jurisdiction for all disputes arising from this Agreement is Göttingen. Onejoon is also entitled to file a suit at the court in charge for purchaser's head-office or at any other permitted place of jurisdiction.
2. This contract shall be governed by and construed in accordance with the laws of Germany. The United Nations Convention on Contracts on the international Sale of Goods shall not apply.

F. Reservation of proprietary rights

1. The plant shall remain the property of Onejoon until the buyer has paid the full sale price and until the buyer has fulfilled all claims in favour of Onejoon which arose from the business relationship. The purchaser is obligated to treat the installation subject to retention of title with care for as long as the retention of title is in force. He is particularly obligated to effect a replacement value insurance for the installation at his own expenses against damages resulting from fire, water or theft. On Onejoon's demand, the purchaser has to present a corresponding proof of insurance. As of now, the purchaser cedes all rights to claim compensation out of this insurance to Onejoon. Onejoon hereby accepts the assignment. If cession of rights should not be permitted, the seller hereby instructs the insurer to effect any payments only in favour of Onejoon. All further claims of Onejoon shall remain unaffected.
2. In case of deliveries to other jurisdictions in which the foregoing provisions governing the retention of title do not have the same security effect as in Germany, the purchaser hereby grants Onejoon a corresponding security interest. If this requires further measures, the purchaser will take all the necessary measures to promptly grant Onejoon such a security

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interest. The seller shall cooperate in all measures required and conducive to ensure the effectiveness and enforceability of such security interest.

G. Warranty

1. In the case of faulty delivery or performance, Onejoon shall be authorised to render subsequent fulfillment either by correcting the defect or by supplying an installation which is free of defects. The right of buyer to withdraw from or terminate the contract shall exclusively be determined in accordance to C. above.
2. The warranty period for defect claims shall be months, calculated from the time of acceptance. The warranty period ends months after delivery/completion of the installation at the latest. It also applies for claims in tort arising from a defect of the merchandise. The abbreviation of the warranty period does not apply for Onejoon's unlimited liability for damages arising from the breach of a warranty or damage to life, limb or health, for intent and gross negligence and product defects or if Onejoon has assumed a procurement risk.
3. The rights and remedies provided by this contract shall be exclusive. Any other rights and remedies provided by applicable laws shall be excluded.

H. Changes

If applicable laws, regulations, standards and norms change after effectiveness of the contract and this results in an amendment of the scope of works, the time schedule or the contract price, Onejoon shall be entitled to an amendment of the scope of works, the contract price and the time schedule.

I. Default/Delay of Payment

Onejoon may terminate this contract without liability to buyer if buyer is in delay of any payments under this contract of more than 30 days, or buyer is in material breach of this contract.

J. Non-solicitation

1. Buyer shall be obliged for the duration of this contract and for an additional period of two years after this contract has been terminated not to entice away any person as an employee or self-employed worker in any manner whatsoever who is employed by or is a board member of Onejoon or its affiliated company within the meaning of sec. 15 ff. German Stock Corporations Act at the time this contract is terminated, or who was employed by or was a board member of the aforesaid companies for a two year period prior to this contract being terminated.
2. In the event buyer violates the prohibition according to this clause, buyer shall pay a contractual penalty in the amount of 100.000

EUR to Onejoon. Further claims of Onejoon shall remain unaffected.

K. Assignment

The contract nor any rights or obligations under the contract shall be assigned by buyer without the prior written consent of Onejoon.

L. Force Majeure

1. An "Event of Force Majeure" means all events which are beyond the control of the Parties to this contract, and which are unforeseen, or not foreseeable, unavoidable, and which event will prevent the total or partial performance by a Party hereunder. Such events shall include but are not limited to strikes, lockouts, explosions, natural catastrophes, epidemics, nuclear incidents, fire, floods, sabotage, terrorism, war or war-like conditions, difficulty in procuring materials or energy, intervention by governmental authorities, inability to obtain transportation or any required export license (if any) or similar incidents.
2. If the obligations of the Parties to this Contract cannot be performed as a result of an Event of Force Majeure, such obligations shall be suspended during the period of disruption caused by the Event of Force Majeure. Delivery dates and dates for the installation and commissioning of equipment shall be postponed accordingly.
3. The Party claiming that an Event of Force Majeure has occurred shall promptly inform the other Party in writing and shall provide appropriate proof of the occurrence of the Event of Force Majeure. The Party claiming that an Event of Force Majeure has occurred shall also use all reasonable endeavours to mitigate the consequences resulting from the occurrence of the Event of Force Majeure.
4. In case an Event of Force Majeure occurs, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to mitigate the consequences resulting from the occurrence of such Event of Force Majeure.
5. In the event that an Event of Force Majeure continues for more than 90 consecutive days, each Party may unilaterally terminate this contract by giving written notice to the other Party.