

GENERAL TERMS AND CONDITIONS MARVESA BIOGAS FEEDSTOCK B.V.

1. Definitions

- 1.1. The following terms are written with initial capitals in these General Terms and Conditions and are defined as follows:
- a. Contract: any agreement between the Parties.
 - b. Buyer: any natural person, partnership, legal person, government or other entity - regardless of nationality - that concludes or has concluded a Contract with Marvesa Biogas, and/or to whom an Offer is or has been made by or on behalf of Marvesa Biogas, and/or to whom or on whose behalf a delivery is or has been made by or on behalf of Marvesa Biogas.
 - c. Force Majeure Event: the events qualifying as a force majeure event as expressly set out in these Terms and Conditions.
 - d. Goods: feedstock for biogas as specified in the Offer and/or Contract.
 - e. In Writing: by post and/or by electronic message by the representative.
 - f. Marvesa Biogas Feedstock: the private limited company Marvesa Biogas Feedstock B.V., which has its registered office in Rotterdam and registered in the Trade Register of the Chamber of Commerce under number: 96020989, being the user of these general terms and conditions.
 - g. Offer: any offer made by or on behalf of Marvesa Biogas Feedstock in any manner whatsoever to the Buyer and which incorporates these Terms and Conditions.
 - h. Order Confirmation: the final acceptance and confirmation In Writing by Marvesa Biogas Feedstock of an Offer that was accepted by Buyer and which confirms the price, the indicative volume and delivery time of the Goods.
 - i. Parties: Marvesa Biogas Feedstock and the Buyer.
 - j. Producer: the producer or supplier of Goods offered by Marvesa Biogas Feedstock to the Buyer.
 - k. Terms and Conditions: these general terms and conditions which apply to and form an integral part of the Contract.
 - l. Working Day: calendar day, except weekends and generally recognised public holidays within the meaning of Section 3, subsection 1 of the General Extension of Time Limits Act ('*Arbeidstijdenwet*').
- 1.2. These Terms and Conditions are drafted in the English language. Dutch terms and legal concepts are expressed in English terms and not in their original Dutch terms. Where indicated in italics, Dutch original terms of these English terms have been given. Such terms and expressions of law and of legal concepts as used in these Terms and Conditions have the meaning attributed to them under the laws of The Netherlands and these Terms and Conditions should be read and interpreted accordingly.

2. Application

- 2.1. These Terms and Conditions apply to any Offer from Marvesa Biogas Feedstock and/or any Contract and/or any legal relationship whatsoever between Marvesa Biogas Feedstock and the Buyer. Amendments or additions to the Contract or derogations from the Terms and Conditions (or parts of them) are binding only if they have been explicitly accepted in writing by Marvesa Biogas Feedstock.
- 2.2. If one or more provisions of these Terms and Conditions are at any time void or nullified in whole or in part, the remaining provisions of the Terms and Conditions shall remain fully in force.

3. Offer and the formation of the Contract

- 3.1. Any Offer (including prices quoted therein) is non-binding. Any Contract concluded as a result of the Offer and acceptance thereof by the Buyer will only be binding upon Marvesa Biogas Feedstock when confirmed by Marvesa Biogas Feedstock in an Order Confirmation to Buyer.
- 3.2. Any specifications or other information provided by or on behalf of Marvesa Biogas Feedstock such as price lists, brochures, catalogues, leaflets, websites and other data and/or information shall bind Marvesa Biogas Feedstock only insofar as the Order Confirmation explicitly refers thereto. General information provided in brochures, catalogues, leaflets and websites, such as colour, size and other external characteristics of the Goods are always for illustrative purposes only, and the Buyer cannot rely on such (advertising) statements.
- 3.3. Insofar as the Buyer's acceptance of an Offer differs from the Offer on any point, a contract is only concluded at the moment Marvesa Biogas Feedstock confirms the formation and contents of the Contract In Writing in the Order Confirmation.

4. Amendment and execution of the Contract

- 4.1. No full or partial amendment or cancellation of a Contract is possible without Marvesa Biogas Feedstock' prior consent In Writing. If Marvesa Biogas Feedstock agrees to such an amendment or cancellation, the Buyer shall in any case be obliged to pay Marvesa Biogas Feedstock the costs of any work already performed by Marvesa Biogas Feedstock, purchases made and/or any effort involved in the preparation of the fulfillment of any Contract and/or any efforts made by Marvesa Biogas Feedstock in the amendment and/or cancellation referred to above.
- 4.2. In the event of such an amendment or cancellation, Marvesa Biogas Feedstock shall be allowed to recalculate the delivery times and lead times relating to the execution of the Contract or the remainder of its obligations under any partly executed Contract.
- 4.3. Marvesa Biogas Feedstock is always authorised to engage third parties for the performance of any obligation under any Contract and to charge the cost of such to the Buyer in accordance with the rates contained in the Offer.
- 4.4. If Marvesa Biogas Feedstock cannot timely or fully fulfil any of its obligations arising from the Contract due to a failure to properly and timely deliver by a Producer, Buyer cannot (in part or completely) dissolve, cancel or otherwise terminate a Contract on this ground.

5. Prices

- 5.1. Unless otherwise specified, all prices are in euros and are based on the level of purchase prices, wages, labour costs, social security and government levies, transport costs, insurance premiums, import duties and Marvesa Biogas Feedstock's other costs applicable at the time of the Offer or (if no explicit Offer has been made) on the order date, all this taking account of the agreed discounts that may have been agreed in any existing underlying (framework) contract between the parties.
- 5.2. Any agreed prices may be adjusted upwards by Marvesa Biogas Feedstock if u purchase prices and/or direct costs give cause for this at the time of sending the digital order confirmation and/or the

delivery date and delivery at the prices made at the time of the Offer can no longer reasonably be expected from Marvesa Biogas Feedstock;

- 5.3. Unless otherwise agreed all prices are based on delivery 'Free Carrier' (FCA in accordance with the latest version of the Incoterms as applicable at the time of making the Offer) at Marvesa Biogas Feedstock's facilities as in use at the time of entering into a contract.
- 5.4. Marvesa Biogas Feedstock is always entitled to adjust its prices in the event of an increase in one or more of the factors that determine the cost price beyond its control. Marvesa Biogas Feedstock is thereby obliged to take account of any applicable legal regulations that exist in this regard, on the understanding that (future) price increases that are already known to Marvesa Biogas Feedstock before the formation of the Contract must have been disclosed to the Buyer by Marvesa Biogas.

6. Delivery and delivery time

- 6.1. The Buyer has determined the suitability of the Goods for the purpose for which the Goods are purchased and thus purchases the Goods at its own expense and risk. Unless otherwise agreed between the Parties all Goods will be sold as is at the time of the Offer, without prejudice to any agreed specifications and the risk associated with the Goods transfers to the Buyer at delivery FCA at Marvesa Biogas Feedstock's facility. If any other delivery term is agreed, the risk will transfer at the time at which the Goods are loaded or transferred for the benefit of the Buyer at the place agreed for that purpose (the actual transfer), all this in accordance with the Incoterms declared applicable in the order confirmation.
- 6.2. If and insofar as Marvesa Biogas Feedstock cannot deliver the Goods for the benefit of the Buyer at the agreed place, at or around the agreed time or in any case not within the usual office hours due to impediments on the part of the Buyer, the Buyer shall bear the risks and costs of the subsequent (extra) shipping, of the (extra) delivery activities and of Goods that have become unusable as a direct consequence of this.
- 6.3. The Buyer must report any shortages, defects and damage In Writing directly to Marvesa Biogas Feedstock within three (3) Working Days after the delivery, in the absence of which the Goods shall be deemed to have reached the Buyer in good order, complete and without damage or loss.
- 6.4. Marvesa Biogas Feedstock is entitled to deliver in parts (partial deliveries) and to invoice for these parts separately.
- 6.5. Lead times and delivery times specified in the Offer with respect to Marvesa Biogas Feedstock's obligations are not ultimate deadlines. Breach of contract therefore does not occur until after Marvesa Biogas Feedstock has been given notice of default by the Buyer and it still fails to fulfil its obligations under the Contract within a reasonable timescale, all without prejudice to the provisions of Article 6.6 of the Terms and Conditions.
- 6.6. Marvesa Biogas Feedstock is obliged to respect the specified delivery time or delivery period as much as Possible. If exceeded, Marvesa Biogas Feedstock shall not be liable for any compensation for loss of any kind. Exceeding a delivery time or delivery period does not give the Buyer the right to cancel or dissolve the Contract or to refuse to accept delivery of Goods. In the event of excessive exceeding of a delivery time or delivery period, the Parties shall consult with each other on a suitable solution.

- 6.7. If Goods are not accepted by the Buyer within the agreed delivery time or delivery period, Marvesa Biogas Feedstock shall be entitled to charge the relevant Goods to the Buyer, and Marvesa Biogas Feedstock shall also be entitled to store these Goods (or have them stored) at its own discretion but entirely at the Buyer's expense and risk. If no new delivery has been agreed within 12 hours, Marvesa Biogas Feedstock is entitled to sell the Goods to a third party to mitigate such costs of storage and the Buyer shall be liable to pay to Marvesa Biogas Feedstock the difference between the price that it has charged or can charge to the Buyer and the proceeds obtained by Marvesa Biogas Feedstock in such a cover sale.

7. Dangerous (or otherwise hazardous) Goods

- 7.1. Some of the Goods may be subject to strict national and/or international laws and/or regulations with regard to their nature and/or effect, for example due to their hazardous nature. Marvesa Biogas Feedstock warrants that the procurement, production, processing, storage, shipping and/or handling of such Goods by and/or on behalf of Marvesa Biogas Feedstock shall take place in a manner that complies with the relevant safety and health/environmental obligations as in force for Marvesa Biogas Feedstock in the Netherlands at the time of delivery as regards Goods with the specifications as agreed upon in the Contract. .
- 7.2. In view of Article 7.1 of these Terms and Conditions, the Buyer declares that it:
- is aware of the national and/or international regulations applicable to such Goods when purchasing Goods, and will comply with such regulations relating to such Goods;
 - is in every regard authorised and entitled to enter into a Contract with Marvesa Biogas Feedstock in respect of such Goods;
 - will observe the applicable national and/or international regulations with regard to the shipping, handling, storage, processing, etc. of such Goods;
 - will never use such Goods, including by mixing with other substances and/or any processing and/or treatment of such Goods, for purposes that are prohibited under national and/or international laws and/or regulations and/or which (could) lead to use contrary to the law, socially acceptable standards (applicable in Europe) and/or good morals;
 - will immediately provide all information required by Marvesa Biogas Feedstock at Marvesa Biogas Feedstock's first request and In Writing if required, such as - but not limited to - notifications, permits, documents, etc. regarding the handling, processing, resale or any actions whatsoever relating to such Goods,
 - as well as information on rights of ownership of Goods, information regarding control, governance, code of conduct and risk and quality management;
 - guarantees to Marvesa Biogas Feedstock that the Buyer will immediately give its unconditional cooperation so that Marvesa Biogas Feedstock can fully comply with its legal obligations;
 - indemnifies Marvesa Biogas Feedstock against any claim relating to liability and/or obligation to pay damages instituted and/or to be instituted by any party whatsoever against Marvesa Biogas Feedstock and related in any sense whatsoever to the Contract concluded with the Buyer with regard to such Goods.
- 7.3. The Buyer has sole responsibility for ensuring that it has all permits, concessions, licenses, consents, etc. that are required in order to be permitted to conclude a Contract with Marvesa Biogas Feedstock with regard to certain Goods, and to receive, use or resell those certain Goods or to proceed to any use thereof whatsoever. The costs associated with obtaining such permits, concessions, licenses,

consents etc. shall always be borne by the Buyer. Any liability on the part of Marvesa Biogas Feedstock is excluded.

- 7.4. The absence of any permit, concession, license or consent or any act and/or omission contrary to the provisions of Article 7.3 shall constitute an attributable shortcoming (breach of contract) on the part of the Buyer, and shall not release the Buyer from any of its obligations towards Marvesa Biogas Feedstock, nor can it be a reason to suspend the fulfilment of any obligation of the Buyer with regard to Marvesa Biogas Feedstock.
- 7.5. The Buyer is liable for all loss which may be caused directly or indirectly by the lack of any permit, concession, license, permission, etc. or any act and/or omission on the part of the Buyer, as referred to in Article 7.3. The Buyer indemnifies Marvesa Biogas Feedstock against claims and demands related to such loss instituted by any (third) party whatsoever.

8. Shipping and packaging

- 8.1. Unless otherwise agreed, Marvesa Biogas Feedstock shall at its sole discretion determine the method of packaging, shipping, dispatch, etc. of Goods, without prejudice to the provisions regarding the risk in Article 7 of the Terms and Conditions.
- 8.2. If the Buyer has specific wishes and insofar as Marvesa Biogas Feedstock agrees to these wishes with regard to packaging and/or shipping, the Buyer shall be obliged to pay Marvesa Biogas Feedstock for such costs.

9. Force Majeure

- 9.1. Marvesa Biogas Feedstock shall not be obliged to fulfil any obligation of the Contract if performance is prevented by a Force Majeure Event.
- 9.2. Force Majeure Events include in any event: (i) riots, wars, blockades, or threats or acts of sabotage or terrorism; (ii) earthquakes, floods, fires, named hurricanes, typhoons or cyclones, tidal waves or tsunamis, tornadoes, volcanic eruptions; (iii) radioactive contamination, epidemics, pandemics, maritime or aviation disasters; (iv) strikes or labour disputes at a national or regional level; (v) general transport problems; and (vi) government sanctions, embargoes, mandates, or laws that prevent performance including those issued in connection with or as a consequence of any Force Majeure Event.
- 9.3. If a Force Majeure Event lasts longer than thirty calendar days, the Party affected by such event has the right to terminate the Contract In Writing. In that case, whatever has already been delivered under the Contract shall be settled proportionally without the Parties owing each other anything else. The Parties will make prompt payments in connection with this settlement.
- 9.4. If Marvesa Biogas Feedstock wishes to invoke force majeure it shall inform the Buyer as soon as practically possible of the Force Majeure Event. The consequences of force majeure take effect from the moment the circumstance, cause or event leading to them has occurred.
- 9.5. If Marvesa Biogas Feedstock is prevented by a Force Majeure Event from fulfilling any obligation towards the Buyer, regardless of its legal basis, and Marvesa Biogas Feedstock believes that the Force

Majeure Event will be temporary or transient, Marvesa Biogas Feedstock is entitled to suspend the execution of the Contract until the circumstance which caused/is causing the Force Majeure Event no longer exists.

- 9.6. If Marvesa Biogas Feedstock is prevented from fulfilling all or some obligations towards Buyer as a result of force majeure, Marvesa Biogas Feedstock shall be entitled to decide, at its discretion, which of the obligations towards which Buyer it will fulfil, as well as the order in which this will happen.

10. Title and Intellectual Property

- 10.1. Without prejudice to the provisions of Article 7 of these Terms and Conditions regarding the risk and transfer thereof, Marvesa Biogas Feedstock shall retain title to the Goods until the moment when the Buyer has fully fulfilled all its contractual obligations towards Marvesa Biogas Feedstock under any Contract.
- 10.2. Without the express written consent of Marvesa Biogas Feedstock, Buyer may not use Marvesa Biogas Feedstock' trade names, trademarks, logos, service marks, or other proprietary marks for any purpose (including, without limitation, use on any of Marvesa Biogas Feedstock' packaging and labelling, regardless of whether the packaging or labelling is for reselling the goods either alone or in combination with other goods).

11. Liability

- 11.1. Notwithstanding anything to the contrary herein:
- a. any claim by Buyer (i) that any Goods or related services do not conform to the agreed-specifications or (ii) made otherwise with respect to the Goods or related services, whether based on breach of warranty, contract, negligence, strict liability or other tort, must be made promptly by Buyer upon Buyer's notice or knowledge of that claim and will be deemed to be waived unless received, in writing, by Marvesa Biogas Feedstock within fourteen (14) calendar days after the delivery of the Goods and/or related services.
 - b. Buyer's exclusive remedy and Marvesa Biogas Feedstock' exclusive liability for delivery of nonconforming Goods or related services or for breach of warranty under these Terms and Conditions and any Order and/or Contract is expressly limited to, at Marvesa Biogas Feedstock' option:
 - (i) replacement, within a reasonable period of time, of the nonconforming Goods or related services at no additional charge to Buyer; or
 - (ii) refund of the purchase price to the extent already paid.
 - c. all nonconforming Goods must be returned to Marvesa Biogas Feedstock or, at Marvesa Biogas Feedstock' direction, disposed of by Buyer in a manner mutually acceptable to each Party.
 - d. IN NO EVENT WILL MARVESA BIOGAS FEEDSTOCK BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY) OR OTHERWISE.

- 11.2. The aggregate liability of Marvesa Biogas Feedstock for all claims of any kind for any losses, damages, or expenses resulting from, arising out of or connected with the Goods or related services, whether based on breach of warranty, contract, tort (including negligence), strict liability, or otherwise, shall in no event exceed the purchase price of the Goods and/or related services.
- 11.3. Buyer Indemnity: the Buyer agrees to indemnify and hold harmless Marvesa Biogas Feedstock from and against any and all liability that may arise from (i) Buyer's breach of the Terms and Conditions and/or (ii) the delivery, use, storage, transportation, or resale of the Goods and/or related services, whether alone or in combination with other Goods and/or services except, in each case, to the extent any liability is caused by the wrongful acts of Marvesa Biogas Feedstock. Marvesa Biogas Feedstock may pursue any remedy available to it under applicable laws.

12. Complaints / complaint process

- 12.1. Marvesa Biogas Feedstock will only have to consider complaints if they are received from the Buyer In Writing within five (5 -> 3) Working Days after delivery.
- 12.2. For hidden defects, complaints are only possible when made within five (5) Working Days from the moment in time that the hidden defect could have been detected by the Buyer or thirty (30) days from the date of delivery, whichever period is the shorter. damaged. If a Buyer submits a complaint, Marvesa Biogas Feedstock shall only have to consider complaints insofar as the Goods in question are not subject to any deterioration or decay and have been stored as delivered and not mixed or contaminated by any handling or storage by or on behalf of the Buyer.

13. Payment and non-payment

- 13.1. The Buyer is obliged to pay the invoices sent by or on behalf of Marvesa Biogas Feedstock in accordance with the payment conditions specified on the invoice and effectively in the currency specified on the invoice. If no specific conditions are specified on the invoice, the Buyer shall pay within seven (7) calendar days from the invoice date stated on the invoice. The Buyer is not entitled to offset or to suspend a payment or to invoke any (alleged) right leading to non-payment.
- 13.2. In the event Buyer disputes any invoice, it shall have to give written notice thereof In Writing to Marvesa Biogas Feedstock within five (5-> 3) Working Days of the date of receipt of said invoice (the "**Dispute Notice**") failing which the invoiced amounts are fully due and payable. In the event of a timely Dispute Notice being given, the undisputed portion of such invoice shall be due and payable and the disputed portion (the "**Disputed Amount**") shall be determined by (i) mutual agreement or (ii) if no mutual agreement can be reached, in accordance with these Terms and Conditions. A Dispute Notice shall include a written record detailing objective, extrinsically observable evidence to support Buyer's dispute.
- 13.3. In case Buyer fails without good reason to pay an invoice within the time limit stipulated in Clause 13.1, the Buyer shall automatically be in default. On any delinquent payment Marvesa Biogas Feedstock shall be entitled to impose a compounded late interest charge in the amount of 1.75% per month in respect of any amount due until the effective date of payment.

14. Termination

- 14.1. If the Buyer is in default, Marvesa Biogas Feedstock in its discretion has the right to dissolve the Contract in full or in part, all subject to the Terms and Conditions, in lieu of seeking specific performance. Marvesa Biogas Feedstock shall not be liable to pay any compensation in the event of such dissolution.
- 14.2. Marvesa Biogas Feedstock may terminate for cause any contract with the Buyer with immediate effect without notice of default if:
- the Buyer has failed to fulfil a material obligation under any Contract;
 - the Buyer has been declared bankrupt; the Buyer has been granted a
 - payment moratorium, whether provisional or not, the Buyer has become the
 - subject of another similar arrangement, or the Buyer has otherwise lost the free
 - management or free disposal of its assets in whole or in part, all this regardless of whether this
 - state of affairs is permanent;
 - the Buyer has offered its creditors an arrangement outside bankruptcy, payment
 - moratorium or other similar arrangement;
 - the Buyer has ceased to exist or has been dissolved.
- 14.3. If Marvesa Biogas Feedstock dissolves a Contract under the provisions of this article, the amounts that the Buyer owes to Marvesa Biogas Feedstock at the time of dissolution shall remain fully due and the Buyer shall owe interest and costs in accordance with the provisions of these Terms and Conditions with regard to these amounts, without prejudice to Marvesa Biogas Feedstock's right to claim compensation, to exercise the rights arising from retention of title, to take other (legal) measures and other rights accruing to Marvesa Biogas Feedstock.

15. Confidentiality

- 15.1. Unless otherwise agreed Buyer will keep confidential the details of any Offer and/or Contract as well as all proprietary information disclosed by or on behalf of Marvesa Biogas Feedstock or otherwise learned or obtained by Buyer, unless Buyer can show that such information already is in the public domain through no breach of these Terms and Conditions or other wrongful act of Buyer.
- 15.2. Buyer will not use any (confidential) information other than in connection with a Contract and will not disclose such information except to the extent required by law and then only after prior notice to Marvesa Biogas Feedstock.

16. Governing law and jurisdiction

- 16.1. These Terms and Conditions, all Offers and Contracts entered into by or on behalf of Marvesa Biogas Feedstock and all matters arising out or relating thereof, as well as the choice of law and forum in these Terms and Conditions itself, are governed by, and construed in accordance with the substantive laws of the Netherlands as applicable to its territory in Europe. The applicability of the CIS or any international convention as to the sale of goods is excluded.
- 16.2. Any disputes between the Parties arising out of, or in connection with these Terms and Conditions, an Offer and/or a Contract, or any other order, agreement or supply or failure to supply, whether under contract law or of a non-contractual nature (including this clause and including a dispute regarding the existence, validity or termination of a Contract or any non-contractual obligations), will be exclusively resolved by the competent court in the district of Rotterdam.

17. Validity

- 17.1. In the event that any provision of these Terms and Conditions should be wholly or partly invalid and/or unenforceable as a result of any statutory regulation, court ruling, or any directive, decision, recommendation or measure of any local, regional, national or supranational authority or body, or otherwise, this shall not in any way affect the validity of all other provisions of these Terms and Conditions. If any provision of these Terms and Conditions should be invalid for a reason referred to in the previous sentence, but would be valid if it had a more limited scope or purport, that provision shall automatically apply with the most far reaching or comprehensive limited scope or purport with which it is valid.
