

GENERAL PURCHASE TERMS AND CONDITIONS MARVESA BIOGAS FEEDSTOCK B.V.

1. Applicability and terms of order

- 1.1 These terms and conditions apply to all purchase orders that are issued by or on behalf of Marvesa Biogas Feedstock B.V. ("**Marvesa Biogas Feedstock**") to suppliers of feedstock for biogas ("**Vendor**") and are applicable to the entire understanding between the Vendor and Marvesa Biogas Feedstock and supersede all other prior agreements, written or oral, between the Vendor and Marvesa Biogas Feedstock with respect to the subject matter of the purchase order ("**Order**") (except where the Order explicitly incorporates or references a written agreement between Vendor and Marvesa Biogas Feedstock, in which case the terms and conditions of that written agreement apply and supersede these standard Purchase Order Terms and Conditions).
- 1.2 Application of any other general terms and conditions of the Vendor by virtue of reference contained on Vendor's acknowledgment, confirmation, invoice or any other documents or form whatsoever is explicitly excluded.

2. WARRANTIES

- 2.1 Vendor warrants that:
 - (i) the feedstock for biogas ("**Goods**") (and the manufacture, packaging, storage, handling, transportation and delivery thereof, to the extent they are included in the Order) supplied:
 - a. will comply with all applicable laws, rules, regulations, and codes of the country(ies) of manufacture and of delivery;
 - b. will conform to the specifications, drawings, samples or other descriptions contained in the Order or provided or approved by Marvesa Biogas Feedstock;
 - c. will be of satisfactory quality, of good material and workmanship and free from defects, lien, charge or other incumbency;
 - d. will be fit for their intended purpose; and
 - e. in the absence of contrary specifications, will be of the highest grade and quality;
 - (ii) the accompanying services and deliverables provided will be performed in a professional and workmanlike manner, in accordance with best industry practice(s), and in compliance with all applicable laws, rules, regulations, codes, and all of Marvesa Biogas Feedstock's safety and other requirements communicated to Vendor;

2.2 Vendor will at its own costs:

- a. deliver the Goods and perform the services that are the subject of the Order by the delivery and performance dates determined in the Order; except as otherwise set forth in the applicable Order, Goods shall be Delivered Duty Paid (**DDP**), Incoterms® 2020 or any subsequent version of the same;
- b. initiate, maintain and supervise all environmental and safety precautions and programs in connection with the services and comply with all of Marvesa Biogas Feedstock's environmental, health and safety rules;
- c. obtain and maintain all necessary permits, license or other approvals and give all notices legally required to provide the services;
- d. provide all labor, materials, machinery, equipment, tools, transportation and other facilities and services needed for the proper and safe execution and completion of the Order, unless otherwise agreed;

2.3 Vendor will:

- a. be solely responsible for all methods and procedures of delivering and coordinating all portions of the services, unless otherwise agreed in the Order;
- b. be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals that Vendor or any subcontractor brings onto such premises as involved in the designated place of delivery in the Order ("**Delivery Venue**") and any waste generated or resulting from the use thereof;
- c. not dispose - or permit the release - of any materials, substance or chemical (or any waste generated or resulting from the use thereof) at the Delivery Venue;
- d. inspect any third-party-supplied equipment, tools and/or other materials and will not use any such materials unless they are suitable for their intended use.

3. DATA PRIVACY

Vendor warrants that it shall, and shall procure that its employees, agents and/or subcontractors (if any) shall, comply with all applicable data privacy laws and not put Marvesa Biogas Feedstock in breach of any laws. To the extent that Vendor does intend to further process personal data, parties will enter into a separate agreement.

4. ANTI BRIBERY

Vendor shall not, in connection with any activities under or related to any Marvesa Biogas Feedstock's Order, directly or indirectly: (a) violate any applicable law prohibiting or penalizing bribery or corruption; (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any government official, official of a political party, candidate for political office, or a political party or to any private (i.e. non-government) person to influence any act or decision or to secure any other improper advantage in order to obtain or retain business with or for Marvesa Biogas Feedstock. Vendor shall promptly report to Marvesa Biogas Feedstock any request or demand for any undue financial or other advantage of any kind received or offered by the Vendor in connection with the performance hereunder.

5. INSPECTION/ACCEPTANCE

- 5.1 Marvesa Biogas Feedstock will inspect the Goods delivered with regard to external damages to packaging, identity and quantity in due course of business and notify the Vendor of any such deficiencies as soon as reasonably possible. Marvesa Biogas Feedstock will notify Vendor of further defects as soon as reasonably practicable after they are discovered.
- 5.2 Marvesa Biogas Feedstock will have a reasonable period of time after performance within which to inspect and accept the services. The receipt of Goods or services, the inspection or non-inspection of or payment for the Goods or services, will not constitute acceptance of the Goods or services and will not impair Marvesa Biogas Feedstock's right to (i) reject nonconforming Goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Marvesa Biogas Feedstock may be entitled.
- 5.3 Acceptance of Goods or services will not waive any rights or remedies accruing to Marvesa Biogas Feedstock as a result of any breach of the Order. Rejected Goods may be returned to Vendor or otherwise disposed of at Vendor's cost and expense.

5. PRICE AND TAXES

Price and delivery terms are as stated in the Order. Unless otherwise agreed, the price includes (i) all costs to comply with the terms and conditions of the Order, (ii) any and all taxes, including sales, use, excise, value added and other taxes, and (iii) fees, duties, or other governmental impositions on the sale of the Goods or services covered by the Order. If Marvesa Biogas Feedstock is required to pay any taxes or other impositions related to the

purchased Goods or services in addition to the price indicated in the Order, Vendor will promptly reimburse Marvesa Biogas Feedstock.

6. INVOICING AND PAYMENT

Vendor will invoice Marvesa Biogas Feedstock for the amounts due under the Order in accordance with all applicable invoicing requirements as applicable for Marvesa Biogas Feedstock. Except as agreed by the Order, Marvesa Biogas Feedstock will pay Vendor all undisputed amounts within thirty (30) calendar days after receipt of the applicable invoice or receipt of the Goods (or performance of the services), whichever is later or within such lesser period of time as is required by Law, unless otherwise agreed in the Order. Vendor agrees that if it does not bring charges, invoices, costs, expenses or other amounts due from Marvesa Biogas Feedstock to Marvesa Biogas Feedstock's attention in writing within sixty (60) days from the date of delivery of the Goods, it thereby waives any rights associated with such claims, regardless as to the validity of the claims.

7. PROPRIETARY INFORMATION AND MATERIALS

All drawings, specifications and other copyrightable documents and any molds, dies, tools, equipment, recipes, trade secrets, patents, trademarks or the like furnished by or on behalf of Marvesa Biogas Feedstock are for use solely with respect to the Order. Vendor (i) will not have any rights to, property or interest in the same except to the extent necessary to execute the Order, (ii) will be responsible for maintaining the same in proper working order subject only to normal wear and tear and (iii) upon completion (or earlier cancellation or termination) of the Order, will promptly destroy or return these items, as requested by Marvesa Biogas Feedstock.

8. CONFIDENTIALITY

Vendor agrees to keep confidential the terms and conditions of the Order and all proprietary information disclosed by or on behalf of Marvesa Biogas Feedstock or otherwise learned or obtained by Vendor in connection with the Order or the performance hereof. Vendor will not use any of this information other than in connection with the performance of the Order and will not disclose any of this information except to the extent required by law and then only after prior notice to Marvesa Biogas Feedstock.

9. AUDIT

Subject to reasonable confidentiality obligations, Marvesa Biogas Feedstock will have the right to audit and inspect the records and facilities of Vendor and

Vendor's agents, representatives and subcontractors used in performance of the Order or relating to the Goods or services to the extent reasonably necessary to determine Vendor's compliance with the Order. Vendor will provide Marvesa Biogas Feedstock or its third-party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel and work space. Marvesa Biogas Feedstock's audit/inspection, or failure to conduct any audit or inspection, will not release Vendor from any of Vendor's obligations.

10. RISK OF LOSS/TITLE TO THE GOODS

Except as otherwise set forth in the Order, Vendor will retain the risk of loss and/or damage to the Goods until the Goods are physically delivered to Marvesa Biogas Feedstock's Delivery Venue. Upon such delivery, Marvesa Biogas Feedstock will obtain full title to the Goods.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless Marvesa Biogas Feedstock, its affiliates and their directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, penalty, cost, expense, judgment, and settlements thereof, (including reasonable attorneys' fees) to the extent arising out of or resulting from (1) any non-conforming Goods; and/or (2) the negligent acts or omissions, or willful misconduct of Vendor, Vendor's subcontractor's, employees, agents, representatives and any person delivering Goods and performing accompanying services under the Order. Without limiting the foregoing, Marvesa Biogas Feedstock may require Vendor to re-deliver against non-conforming Goods or re-execute non-conforming services at Vendor's cost and expense.

12. CANCELLATION/TERMINATION

- 12.1 Except to the extent prohibited by applicable law, Marvesa Biogas Feedstock (i) may cancel an Order for reasons beyond its control if the Goods to be delivered to the Delivery Venue cannot be delivered by Marvesa Biogas Feedstock to its end customer; and (ii) may immediately terminate the Order, even after delivery, by providing written notice to Vendor if Vendor breaches any term or condition of the Order; becomes insolvent or subject to any proceeding under any bankruptcy or any insolvency law.
- 12.2 Marvesa Biogas Feedstock may, if a Force Majeure Event prevents or will prevent (i) Vendor to fulfill any of its obligations under any Order, or (ii) Marvesa Biogas Feedstock to take delivery for a period that Marvesa Biogas Feedstock reasonably may expect to last longer than eight

calendar days elect to terminate the Order. In that case, whatever has already been delivered under the Order shall be settled proportionally without Marvesa Biogas Feedstock anything else.

- 12.3 Force Majeure Events, as referred to in clause 12.2, 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.

13. ORIGIN CONTROL CLAUSE

Vendor agrees that the Goods and services will not in any way directly or indirectly originate from or be provided by any country, person or entity which would cause Marvesa Biogas Feedstock to be in violation of or be penalized by any applicable economic sanctions laws.

14. GOVERNING LAW

- 14.1 These Terms and Conditions, all Offers and Contracts entered into by or on behalf of Marvesa Biogas Feedstock as regards any purchase or order for services 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 Vienna Sales Convention (CISG) or any other international convention as to the sale of Goods is excluded.
- 14.2 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.

16. WAIVER

Marvesa Biogas Feedstock's failure or delay in exercising any right or remedy with respect to the Order will not operate as a waiver of that right or remedy.

Any waiver of a right or remedy must be in writing and signed by Marvesa Biogas Feedstock.

17. ASSIGNMENT/SUBCONTRACTING

Vendor may not assign or subcontract its rights and obligations under the Order without the prior written consent of Marvesa Biogas Feedstock.

18. SEVERABILITY

If any provision of the Order is held by any court to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of the Order, all of which will remain in full force and effect.
