General Conditions of Purchase of WINGAS GmbH, WIEH GmbH and its Affiliated Companies Located in Germany for Standard Software

Status: November 2016

1. General

1.1 These conditions of purchase form an integral part of all (future) contracts on the delivery of standard software (hereinafter "Software") between the supplier of standard software (hereinafter "Contractor") and WINGAS GmbH or its affiliated companies located in Germany, respectively, (hereinafter "Company"). They shall apply if and to the extent that no other terms have been agreed upon and stipulated in the individual contract. Any terms of business of the Contractor are only valid if and to the extent the written agreement of the Company is received by the Contractor expressly confirming the Company's acceptance of the Contractor's terms of business. In particular, any references of the Company to correspondence from the Contractor containing or referring to the Contractor's terms of business shall not constitute the Company's acceptance of the applicability to this contract of such terms of business.

1.2 These conditions of purchase shall remain valid and shall prevail over any terms of business of the Contractor even if the Company should accept any goods in the knowledge that the Contractor has purported to deliver them on terms of business of the Contractor that deviate from or are in conflict with these conditions of purchase.

2. Bid, Purchase Order

2.1 Bids and price quotes shall not be remunerated, shall be submitted in writing and shall not create any obligations on the part of the Company.

2.2 In its offer the Contractor shall explicitly expose any discrepancies between its offer and the Company's inquiry. If the Contractor has an alternative solution for an inquiry which is technologically or economically superior it shall additionally present this offer to the Company. These deviating or additional positions are to be disclosed with separate prices.

2.3 The Contractor undertakes to offer functional and full Software together with all documentation, which was produced according to state-of-the-art technology and the respective valid statutory and official regulations. The offer has to include all components, including products of other producers and other services insofar as these are necessary for the constant operational capability of the Software.

2.4 Insofar as not explicitly agreed otherwise in a framework order the Company shall have no purchase obligation with regard to possible total quantities / contingents defined in the framework order.

3. Installation pre-requisites, obligations to provide assistance and materials

The Contractor expressly and finally has to list in its offer the installation and assembly pre-requisites to be kept in reserve by the Company as well as other necessary obligations of the Company to provide assistance. Apart from the obligations to provide assistance and materials, explicitly stipulated in individual contracts, the Contractor can only request further obligations to provided assistance or materials from the Company insofar as these are necessary for the proper provision of the contractual service and are deemed reasonable for the Company in particular by taking into consideration the interests of the company as well as the required time and financial expenses. The Company can satisfy the obligations to provide assistance and materials, for which it is responsible, itself or by third parties. The Contractor shall inform the Company in time about the type, scope, time and other details of the assistance and material provision service, which was to be provided by the Company, unless the respective details can be derived from the order. The Contractor can only refer to a non-fulfillment of an obligation to provide assistance and materials by the Company if it has set the Company a reasonable final deadline in writing and informed it about the legal and actual consequences of the non-fulfillment.

4. Delivery Date, Partial Delivery of Goods

4.1 The Contractor must comply with the agreed dates of delivery. In case of the delivery of goods such compliance requires the delivery free of any defects to the Company within the Company's regular business hours accompanied by the required shipping documents to the address specified in the purchase order (hereinafter "Place of Destination") on customary machine-readable data carriers in the machine code are decisive. Insofar as an acceptance is envisaged by law or has been agreed as per contract, the time of the acceptance is decisive. Premature deliveries or partial deliveries require the prior consent of the Company.

4.2 If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Company in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Company of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights of the Company related to late or partial delivery of goods / provision of services.

4.3 If any documents are being prepared by the Company to enable the Contractor to carry out the order, it is the responsibility of the Contractor to request these documents in due time.

5. Sustainability

5.1 The Company conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). The Company has described its understanding of the ESG Standards in the Supplier Code of Conduct (http://www.wingas.de). The Company expects the Contractor to adhere to the ESG Standards. Furthermore the Company calls upon the Contractor to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Company shall have the right to check adherence to the ESG Standards, either itself or through third parties commissioned by the Company.

5.2 While performing the contract, the Contractor must adhere to the occupational health and safety and

environmental protection requirements as specified in the Company's purchase order.

6. Quality

6.1 The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Company. The Contractor shall ensure that the Software which is to be delivered is free of damage programs such e.g. viruses and shall subsequently examine these before delivery.

The Contractor shall adhere to a quality management system as per ISO 9000 ff. or to a similar system of equivalent standard upon the Company's request. The Company shall have the right to inspect this quality assurance system, either itself or through third parties commissioned by the Company.

6.2 Any changes to the goods to be delivered require the prior written consent of the Company.

6.3 The Software delivered to the Company may not carry out any automatic and/or unintended transmission of data, in particular registration information or configuration data of the Company or its systems to the Contractor or other third parties ("third party data transmission") without its prior explicit written consent.

6.4 Insofar as not otherwise regulated by the Contractor and Company the acquisition of licenses for the Software obliges the Contractor to provide the Software, specified in more detail in the order, in the object code form including documentation against the one-time payment of a license fee.

7. Testing and Inspection in the Course of Contract Fulfillment

7.1 The Company shall be entitled to carry out any inspections at any time during the performance of the contract by the Contractor. For this express purpose the Company is authorized to enter the Contractor's works and visit the installations and facilities relevant for the performance of the contract during the Contractor's usual business hours after giving prior notice. The Contractor and the Company shall each bear their own costs incurred in conducting any such inspections.

7.2 Such inspections shall not constitute a waiver of any contractual or legal rights of the Company.

8. Use of Subcontractors

Third parties (in particular any subcontractors) may only be employed or replaced by the Contractor with the Company's prior written consent. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Company of this when submitting its offer.

9. German Minimum Wages Act (MiLoG)

Where the Contractor and / or its subcontractors and / or employment agencies used by the Contractor or subcontractors come within the scope of the German Minimum Wages Act (MiLoG), the following provisions shall apply:

The Contractor guarantees that it complies with the provisions of the current version of the MiLoG. Moreover, the Contractor undertakes to use only subcontractors or employment agencies that have provided to the Contractor a guarantee to an identical extent in writing and, moreover, have undertaken in writing that they will demand such assurance guarantee from other subcontractors or employment agencies as may be engaged.

The Contractor shall indemnify the Principal now against claims any employee of the Contractor or of a subcontractor, regardless of level, or a employment agency used, in accordance with section 13 MiLoG in conjunction with section 14 AEntG, may bring forward towards the Principal as the guarantor of payment of the minimum wage. The right of indemnity shall mature as soon as any of the aforementioned claims is brought against the Principal.

The Principal is entitled to terminate a Contract without notice if and when the Principal is made liable as guarantor according to section 13 MiLoG in conjunction with section 14 AEntG due to the installation services hereunder. Moreover, the Contractor shall accept liability vis-à-vis the Principal for any damage that may be suffered by the Principal through failure to meet the above-mentioned guarantee of the Contractor. Upon request at any time the Contractor shall submit to the Principal working hours lists (including previous lists), the wage accounting based thereon and verification of the proper deduction of the employer's contribution to social insurance.

10. Documentation

10.1 The Contractor also owes the delivery of the documentation which is necessary or useful for using the Software.

10.2 For Software components the documentation has to consist of user documentation, a brief description and a technical documentation. It is in particular also to be stated which implications the offered Software product has on the storage capacity and the performance of the system.

10.3 The user documentation for installation and administration has to describe all necessary flows so that they are understandable for trained persons. In addition, the documentation also has to present typical and foreseeable fault situations and describe their troubleshooting. The documentation must comply with the standards which are customary at the time when the Software is installed.

10.4 The documentation is to be handed over to the Company free of charge in a machine-readable form and in the German language and must comply with one of the following formats: MS Excel, MS Word, PDF.

10..5 The Company is entitled to copy and to use the documentation for the use as per contract and for training purposes as many times as it requires.

11. Condition of the Delivery, Complaints, Rights in the Event of Defects

11.1 The Contractor is responsible for delivering goods free of defects, in particular compliance with the agreed

specification of goods as well as in addition the existence of contractually guaranteed properties and attributes. The Software, which is to be delivered by the Contractor, is deemed as faultless if it features the contractually agreed condition at the time when the risk is passed. This is in particular not the case if contractually agreed functionalities of the software cannot be used or only with no just insignificant amount of work or in conjunction with third party systems of the Company interfere with these to such an extent that the Software cannot be used or not to a reasonable extent. Insofar as the condition has not been reasonably agreed the Software shall be deemed as free of defects of quality if it is suitable for the use presumed as per contract or if it suitable for the customary use and hereby features a condition, which is customary with software of the same kind. The Contractor in addition is responsible for ensuring that the deliveries comply with the state of the art and the generally recognized safety provisions of authorities and specialist federations, are provided with qualified personnel and comply with all relevant legal regulations.

11.2 The Company is under no obligation to examine the Software and to notify potential defects to the Contractor according to § 377 HGB.

11.3 In the event of any defects, the Company has the right to demand rectification of such defects according to applicable law. The mode of rectification shall be at the Company's discretion. For the purposes of the rectification, the Software shall be made available to the Contractor at the Company's discretion either at the Place of Destination or at the location where the goods were located when defects were identified. The Contractor shall bear the cost of rectification and must execute rectification in all respects in accordance with the Company's instructions and requirements. If (i) rectification has not been effected within a reasonable period, (ii) rectification has failed, or (iii) it is not necessary by applicable law to fix a time period for rectification, the Company shall be entitled to claim further legal rights in the event of defects. In the event of defects of title the Company can request from the Contractor supplementary performance ("Nacherfüllung") in the manner that the Contractor remedies these defects by corresponding agreements with license agreements with the respective holder of the rights.

11.4 If (i) the Contractor does not fulfill its duty to rectify any defects as specified without having valid grounds to refuse to provide rectification, (ii) the Contractor seriously and irrevocably refuses to provide rectification, (iii) rectification has failed, (iv) there are fears of a loss of use of the goods, or (v) rectification may not be further postponed due to other reasons, the Company has the right to remedy the defects itself at the cost and liability of the Contractor, or allow this work to be undertaken by third parties. The Company is in this case entitled to demand compensation from the Contractor for the required measures. The applicable law shall apply in all other cases. Any additional rights of the Company concerning the Contractor's liability for defects or under any guarantees shall remain unaffected.

11.5 The Contractor undertakes to make all of the following program versions, which include a fault correction of the delivered software ("Updates") available to the Company free

of charges within the statute-of-limitations for claims for defects.

11.6 Claims under warranty shall become time-barred thirty (30) months after the passing of risk unless a longer expiration period is prescribed by law. The Company shall not be deemed to have waived any of its rights to make claims under warranty in the absence of an express written waiver.

11.7 In case of rent the contractual warranty conditions shall apply accordingly.

12. Infringing Property Rights

12.1 It is the Contractor's responsibility to ensure that the delivery of the goods and / or provision of the services and the use thereof by the Company pursuant to the contract will not infringe any patent laws, copyright or other proprietary rights of third parties. Notwithstanding legal claims, the Contractor shall indemnify the Company from any third party claims for which the Company may be held liable as a result of the infringement of any of the aforementioned property rights. The Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Company in preventing and / or rectifying any infringements of property rights. If the assertion of a claim by the third parties leads to a ban on use the Contractor shall immediately take the necessary measures in order to re-establish the possibility for use as per contract for the benefit of the Company as soon as possible.

12.2 If the Software, which is to be licensed, consists partly or fully of Software, which is licensed under a free license ("Open Source Software" or "OSS") then the Contractor has to point this out to the Company in writing by submitting the corresponding OSS license terms and conditions or to globally release the Company from all costs. If the Contractor fails to do this culpably the Company shall be entitled to an extraordinary right to termination as well as to the assertion of all damages which it suffers accordingly.

13. Contract Penalty

If a contract penalty has been agreed upon, the Company is entitled to claim such penalty until the final payment is due without requiring a reservation pursuant to section 341 paragraph 3 of the German Civil Code ("BGB").

14. Insurance

The Contractor shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Company upon request. The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

General Conditions of Purchase of WINGAS GmbH, WIEH GmbH and its Affiliated Companies Located in Germany for Standard Software
Status: November 2016

15. Invoicing, Payment

15.1 The agreed prices are net of any applicable value-added tax. Invoices are to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the deliveries being invoiced are subject. When using self-billing (evaluated receipt settlement), the Contractor must transfer to the Company all data required as per the applicable value-added tax legislation specified in advance.

15.2 The Contractor must provide a separate invoice for each purchase order. The invoice must include the Company's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of Software designation described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Company in the purchase order.

15.3 Unless agreed otherwise the payment period shall commence as soon as an invoice, which meets the applicable value-added tax requirements, has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to verification of the delivery provided.

15.4 Payment by the Company shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver of the Company's with regard to deliveries made that differed from those as agreed upon, the Company's rights to inspection, and the right to find fault with an invoice due to other reasons.

15.5 If the Company pays license fees to foreign Contractors, the Company is obliged to withhold taxes pursuant to section 50a German Income Tax Law. The Company can only abstain from deducting or reduce the withholding tax if the Contractor provides the Company with a valid exemption certificate pursuant to section 50d German Income Tax Law.

16. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention

16.1 The Contractor may assign the rights and obligations under the contract with the Company to third parties only with the prior written consent of the Company.

16.2 The Contractor is required to notify the Company forthwith in writing of any assignment of the contract by virtue of law and of any change of its trade name.

16.3 The Contractor has to inform the Company about further developments (incl. updates and upgrades) of the Software and to report faults to the Software to the Company directly after they have become known in writing. If the Contractor is intending to discontinue the further development or service of the Software, it has to inform the Company hereof immediately in writing.

16.4 The Company may assign the rights and obligations under the contract with the Contractor to WINGAS and WIEH or to any affiliated company pursuant to section 15 of the German Stock Corporation Act at any time without the Contractor's prior agreement.

16.5 The Company may assign the rights and duties from the contract in connection with restructuring due to operation or with the outsourcing of individual or all IT processes within the framework of an IT-Outsourcing project as well as in the event of company sales to third parties. The Contractor shall be informed hereof as well as about the person of the respective third party upon request. In the event of assignments of contracts there is a one to two-year transitional period during which the Company is entitled to use the licenses assigned to third parties to these or have licenses which are still to be assigned by these third parties already in order to guarantee a reliable operation of the Software, without transition. The Contractor irrevocably approves possible future assignments of contracts to third parties to be determined by the Company.

16.6 The Company may also assign or sub-license acquired software licenses to third parties in connection with restructuring due to operation or the outsourcing of individual or all IT processes within the framework of an IT-Outsourcing project as well as with company sales, for use within the framework of the granted rights without the consent of the Contractor, whereby such assigned licenses are in particular always assigned and capable of being transferred and licensed back.

16.7 The Contractor is only permitted to offset claims that are undisputed or substantiated by court judgment. The Contractor is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

17. Termination, Rescission

17.1 The Contract may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include:
– A serious breach of duty by the Contractor which is not remedied within a reasonable period of time stipulated by the Company after the written complaint is received; or
– a considerable deterioration of a party's financial situation which threatens to impact such party' s ability to perform its obligations under the contract and / or to discharge of its tax and / or social liabilities; or
– the purchase or use of the Software is or will be either entirely or partly impermissible due to legal or official regulations.
If the Company terminates the contract for good cause and if other existing contracts between the Company and the Contractor cannot be maintained for the same grounds for good cause, the Company shall also be entitled to terminate such other contracts existing at the time of termination and contracts which have not yet been fulfilled against a pro rata remuneration for the services already provided. In such events, the Contractor is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

17.2 If the Contractor has acquired from the Company any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the contract the Contractor must forthwith hand them over to the Company in the event of termination of the contract by the Company. These requirements apply likewise in the event of rescission.

18. Non-disclosure obligation, data security, data protection

18.1 The Contractor must submit to the Company the agreed quantity of any plans, calculations or other documents in order not to exceed the contractual deadline for execution**.**

18.2 The review of any documents by the Company shall not relieve the Contractor of any of its responsibilities under the contract.

18.3 Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Company (hereinafter "Company Documentation") shall remain the property of the Company and must be returned to the Company forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Company Documentation. The Contractor must observe the proprietary rights of the Company in and to all Company Documentation.

18.4 The Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Company documentation (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the contract. This obligation shall be subject to any disclosure requirements of a legal, judicial or official nature. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended. This confidentiality requirement shall not include any information that the Contractor lawfully possessed prior to the Company's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from his / her obligation to confidentiality. The burden of proof for such an exception lies with the Contractor. The Contractor shall ensure that his / her employees and vicarious agents subject to this confidentiality agreement are obliged to confidentiality according to the rules set forth in these Conditions of Purchase by means of appropriate contractual agreements, too. Upon request, the Contractor shall demonstrate compliance with these obligations to the Company in writing.

The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The Contractor is required to promptly notify the Company in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

18.5 While performing the contract, the Contractor must adhere to the statutory provisions concerning data protection and the data protection requirements as specified in the Company's purchase order.

19. Rights of use

At the time of the passing of risk the Contractor grants the Company a transferable, non-exclusive irrevocable, chronologically and geographically unlimited right to use the Software on all current and future systems at the Company, at WINGAS GmbH, WIEH GmbH and the companies affiliated with it within the meaning of §§ 15 sqq. AktG or the companies commissioned by the Company for any number of purposes, limited to the number of provided licenses and to in particular also take these to another location, to sell, to rent, to lend, to adjust these with configuration tools, to reproduce these for backup and archiving purposes or to connect these with software products (hardware and software) of other producers. In all cases of the forwarding the Company shall also impose all of its duties ensuing from the license. In addition the standard software can also be used on a backup system. This granting of rights shall apply likewise to the documentation and to updates handed over to the Company for the purpose of correcting faults.

20. Escrow

If the Licensor is simultaneously also the manufacturer of the software, WINGAS and WIEH may request that the Licensor deposit the source code of the software it sells or rents with an independent escrow agent and grants WINGAS and WIEH the right to demand issue of the source code in case of the insolvency of the Licensor and to grant a right restricted to use, process and exploit the source code for the purposes of the contract.

For this purpose the contracting parties will make a separate agreement with the escrow agent which results in release of the source code in at least the following situations:

• The Licensor gives written consent to the release

• The assets of the Licensor have been placed in insolvency or such an act has been rejected due to insufficient assets

• The Licensor is liquidated and/or deleted from the commercial register

• The Licensor refuses to correct fundamental defects or to provide information on the program interfaces necessary for the establishment of intercompatibility

WINGAS and WIEH agree to use the source code in the case of such a release only for its own purposes and only in order to maintain suitability for use for software purchased or rented based on the present Terms and Conditions.

21. Storage of Documents and Support during Reviews

The Company has the right to view and make copies or duplicate for its own purposes all documents in connection with the delivery of goods or provision of services during usual business hours. This right remains valid for the statutory safekeeping period – at least three (3) years starting from the date of acceptance or delivery. The Contractor is obliged to provide assistance with reviews. To the extent to which these documents contain confidential information

about the Contractor such as Contractor's internal calculations, agreements or confidential information about business partners and / or employees, the Company's viewing rights shall be barred.

22. Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction
22.1 The Contractor may only refer to or publicly disclose otherwise its business relationship with the Company with the prior written consent of the Company.
22.2 The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.
22.3 The contract shall be construed and be subject to the substantive laws of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and the German law rules on the conflict-of-laws.
22.4 At the Company's option the place of jurisdiction shall be either the court competent for the Company's registered office or the court competent according to the applicable law.