

General Agreement

between

Liqvis GmbH

Huttropstr. 60
45138 Essen

(“Liqvis“)

and

Company:

Street:

Zip Code, City:

Country:

(“Customer“)

on the

**Purchasing and Billing
of
Pumped LNG Volumes**

Liqvis and Customer are hereinafter referred to separately and/or jointly as “parties to the agreement”

Preamble

Liqvis operates LNG filling stations in Germany.

The Customer wants to be able to refuel its LNG trucks at Liqvis LNG filling stations in Germany.

Accordingly, for the purpose of purchasing and billing for the respective volumes of LNG pumped at these LNG filling stations, Liqvis and the Customer hereby conclude the following agreement on the purchasing of and billing for pumped volumes of LNG (hereinafter: the "General Agreement"):

§ 1

Conclusion of Contract

1. The parties conclude this general agreement as a contractual basis for all individual contracts. Through conclusion of the general agreement, the Customer does not undertake any obligation to purchase LNG or to conclude individual contracts.
2. The parties conclude individual contracts for the purchase of LNG. The conclusion of contract at the fuel pump occurs when the Customer pumps LNG into a vehicle and is considered an individual contract within the terms of this General Agreement.

§ 2

Price

The price clearly displayed at the pump at the start of the refueling process shall be the price in EUR/kg LNG applied to each individual contract. The prices displayed include the respectively applicable energy tax as well as the currently applicable value-added tax (currently 19%).

§ 3
Transfer of Ownership

Liqvis consigns the LNG volumes at the point of delivery. The point of delivery is the vehicle fuel tank port. Upon delivery, ownership and risk transfer to the Customer.

§ 4
Instruction, Compliance with Safety Regulations

1. Prior to initial refueling of LNG vehicles, the Customer shall instruct its employees/drivers in the proper procedure and shall repeat this instruction at least once per year. The instruction shall be documented. Liqvis is entitled to request verification from the Customer at any time that it has fulfilled its obligation to provide instruction and to document such instruction.
2. The Customer is obligated to ensure that only those employees/drivers who have been instructed on the use of LNG fueling procedures are allowed to refuel at an LNG tank facility and that its employees/drivers always comply with safety regulations and operating instructions when driving on LNG filling station property and when pumping LNG.
3. If the customer wishes to refuel at mobile LNG refueling stations, his employees or drivers must be instructed by Liqvis or a person commissioned by Liqvis before the first refueling of LNG vehicles at a mobile LNG refueling station. If costs arise from this instruction, the customer has to bear them.

§ 5
Issuing Transponder and the Customer's Obligations in Connection with Transponder

1. After submitting the completed Customer Data Sheet (Annex I) and handing over the signed SEPA Company Direct Debit Mandate (Annex II) to his bank participating in this procedure, the customer can apply for transponder using the form "Requesting Transponders" (Annex III) by sending the completed form via email to token@liqvis.com The transponders are sent to the customer by post after examination of these documents together with a handover protocol and

are not active upon delivery. The transponder will only be activated after the handover protocol has been returned by email to token@liqvis.com. Liqvis will activate the transponder within the scope of its technical possibilities. Liqvis will process a notification outside business hours on weekdays from Monday to Friday from 9. 00 a. m. to 5. 00 p. m. in each case without delay on the working day following the notification. Liqvis can refuse to issue new transponders if transponders are currently blocked in accordance with section 5 of this § 5.

2. The Customer is obligated to ensure that the transponder are properly stored so that they cannot fall into the hands of unauthorized third parties. The transponder may in particular not be stored in an unattended vehicle.
3. The Customer shall promptly report any loss of a transponder, detection of the improper use of a transponder or theft of a transponder by email to token@liqvis.com in order to have the transponder inactivated. Liqvis shall deactivate the transponder by means of its technical capabilities. Liqvis shall promptly process communications received outside of normal business hours – Monday through Friday, 9 AM to 5 PM – on the next working day following the day on which the communication was received. Liqvis shall bill the Customer €25.00 for deactivating a transponder. After reporting the theft of a transponder, the Customer may request a new transponder at no charge as per clause 1 of this § 5.
4. By using transponder at an LNG filling station, the respective holder of a transponder is authorized to conclude individual contracts for the purchase of LNG on behalf of and for the account of the Customer.
5. If the Customer has notified Liqvis of the loss, improper use or theft of the transponder, Liqvis shall cover any damage arising from the loss or improper use of the transponder beginning one hour after receipt of the notification, except where the Customer acted willfully and knowingly or with gross negligence. Until such time, as well as where actions by the Customer were committed willfully and knowingly or involved gross negligence, the Customer shall bear liability for the damage arising from such loss or improper use of the transponder. Gross negligence on the part of the Customer is deemed to have occurred when the Customer fails to promptly report the loss or misuse of transponder or it or its employees has made the transponder available to unauthorized third parties. For notifications submitted outside business hours,

the notification will be deemed as having been received at 9 AM on the next working day following notification.

6. Liqvis may deactivate the transponder if
 - a. despite having received a reminder, the Customer has failed to pay or failed to pay in full an outstanding invoice from Liqvis (under this contract or another contractual relationship between Liqvis and the Customer) by the date indicated in the reminder, whereby crediting to the Liqvis account shall be determinative, or
 - b. the Customer incurs a significant degradation in its credit rating,
 - c. Liqvis is entitled to terminate the contract for good cause,
 - d. there are objective grounds having to do with the security of the transponder that justify such action,
 - e. the transponder user failed to abide by the safety regulations, or
 - f. there is a suspicion of unauthorized or fraudulent use of transponder.

Liqvis shall notify the Customer of such deactivation, providing the relevant reasons for the same, where possible prior to but not later than immediately after deactivation occurs. Liqvis will reactivate the transponder or replace them with new transponder when the grounds for deactivation no longer apply. Liqvis shall provide prompt notification of this as well.

7. The Customer is obligated to return to Liqvis transponder that have been issued if they are no longer going to be used or may no longer be used. Liqvis retains the right to charge the Customer a fee in the amount of €25.00 for each transponder that has not been returned within 4 weeks following expiration of the contract.

§ 6

Billing and Payment

1. The volumes of LNG pumped by the Customer during the refueling process will be billed retroactively on a monthly basis. Liqvis will forward the invoice to the Customer by no later than the 10th bank working day of the month following the month on which refueling occurred.
2. The Customer shall pay the amount accruing for the month in which refueling occurred within 14 calendar days of receipt of the invoice.

3. Payments are made by SEPA Business-to-Business Direct Debit Mandate. The Customer will fill out and sign two copies of the SEPA Business-to-Business Direct Debit Mandate. Immediately after signing the contract, the Customer will give one signed copy to Liqvis and another signed copy to his/her bank as indicated in the Appendix. Liqvis will collect the payments in a timely manner to ensure that the respective amounts due are credited to the Liqvis bank account within the relevant period.
4. If a payment deadline is not met, the contractual party affected – irrespective of other claims – is entitled as of this date to demand interest in an amount that accords with current statutory provisions.
5. The Customer shall review the invoices promptly upon receipt. Objections to the invoices that are not raised promptly in writing shall be rejected.
6. In the event of an obvious error in calculation, it is permissible to reduce the amount indicated in the invoice by the amount of the error. If the Customer notifies Liqvis of the obvious error in calculation before the direct debit payment is taken, Liqvis will correct the invoice accordingly and only collect the reduced invoice amount. Objections, where justified, generally merely afford a claim to repayment.
7. Acknowledged claims to a refund or repayment shall be included in the next invoice.
8. The Customer may offset claims by Liqvis with its own claims – irrespective of legal grounds - or exercise a right of retention only if and insofar as its claims are undisputed or have been legally adjudicated.

§ 7

Interruption of Operation

1. The Customer is aware that the LNG fueling pumps are not available for fueling at certain hours such as, for example, during safety inspections by a technical monitoring body, unscheduled downtimes, repairs, maintenance works or while the LNG tanks are being refueled.
2. The Customer is not entitled to any claims against Liqvis if it is unable to use the LNG fueling station owing to an interruption of operations.

§ 8
Data Security

If the Customer provides personal data on its employees or drivers for the purpose of registering with Liqvis, the Customer pledges to LIQVIS to inform the affected employees/drivers of the same in accordance with Art. 13 GDPR. In the event the Customer violates this obligation, the Customer shall be liable to LIQVIS for all damage arising from such violation and releases LIQVIS from all claims or losses in connection with this breach of duty.

§ 9
Liability

Liqvis's contractual and extra-contractual liability is limited to willful intent and gross negligence insofar as no breach of a material contractual obligation or loss of life, bodily injury or damage to health is involved as well as for losses encompassed by product liability law. The same applies with respect to the liability of Liqvis's agents. Material contractual obligations are those that are essential to the performance of contract. Liability for simple negligent breach of material contractual obligations is limited to foreseeable damage typical to the contract.

§ 10
Term of Contract and Termination

1. The general agreement takes effect upon being signed and remains in effect for an indefinite period.
2. The general agreement may be terminated by each party during the term of validity by giving thirty (30) days' notice with effect at the end of the month.
3. The right of termination for good cause remains unaffected. Good cause is in particular when the Customer commits a sustained breach of this general agreement, fails to make payments on schedule, fails to provide securities or third parties rescind liabilities for the Customer so that security against claims is no longer guaranteed. In such event, Liqvis has the right to demand immediate payment of all claims, dispose of securities, relay the demand for collection to third parties, sell the claim to third parties or take recourse to third parties owing to their liability.

4. Normal or extraordinary termination must be in writing.
5. If the general agreement is ended through termination, individual contracts formed up to the date of termination remain unaffected and shall be carried forward under the terms of this general agreement. The provisions of this general agreement shall therefore remain legally binding for rights and duties arising to such date.

§ 11 Severability Clause

Should individual provisions of this agreement be or become invalid or unenforceable, either wholly or in part, the validity of this agreement as a whole and its remaining provisions shall not be thereby affected. The contractual parties pledge to replace the invalid or unenforceable provision with another valid or enforceable provision that approximates as closely as possible the economic purpose that the contractual parties intended through the invalid, ineffective or unenforceable provision. The same applies to loopholes contained in this agreement.

The contractual parties are familiar with the rulings of the Federal Court of Justice, in particular its ruling of 09/24/2002 - KZR 10/01. It is nevertheless the express will of the contractual parties that clause 1, above, not result in the inversion of the burden of proof, but rather that § 139 of the German Civil Code (BGB) be waived altogether.

Should the technical or legal circumstances on which the provisions of this agreement rest change to such a degree that continued adherence to the agreement would constitute an unreasonable hardship for one of the contractual parties, that contractual party is entitled to request modification of the agreement; this also applies to a modification of the term of the agreement. In this regard it should also be taken into consideration the extent to which the advantage enjoyed by the one contractual party represents a disadvantage to the other contractual party, and vice versa.

§ 12 Legal Succession

Each party to the agreement may, with the prior written approval of the other party, transfer the rights and obligations from this agreement to a third party.

Approval by the Customer is not required if Liqvis transfers the rights and obligations to an affiliated company as defined by §§ 15 et seq. AktG (Stock Corporation Act). In such case, the transfer requires the prior written notification of the other party to the agreement.

§ 13

Applicable Law and Participation in Disputes

1. This agreement is subject to German law excluding the UN Convention on the International Sale of Goods.
2. The legal venue is Düsseldorf.

§ 14

Written Form

Modifications or amendments to this agreement, including this clause, must be made in writing. There are no verbal side agreements.

§ 15

Communication and Contact Info

1. For LIQVIS:

Liqvis GmbH
Hut tropstraße 60
45138 Essen

Contact Person:

Phone:

email:

2. For the Customer:

Contact Person:

Phone:

email:

Essen,

Location

Date

Location

Date

LIQVIS GmbH

Company Stamp / Signature

Company Stamp / Signature

Attachment:

- Customer Data Sheet (Annex I)
- Requesting Transponders (Annex II)
- SEPA Company Direct Debit Mandate (Annex III)



LIQVIS
powered by Uniper

LIQVIS GmbH
Huttropstr. 60
45138 Essen
email: info@liqvis.com

Stammdatenblatt / Customer Data Sheet

Firma/ Company

Anschrift des
Leistungsempfängers /
Address of beneficiary

Anprechpartner /
Contact Person

E-mail /email

Telefonnummer /
Phone number

Rechnungsanschrift
(falls abweichend) /
Invoicing address
(if applicable)

Rechnungsversand /
Invoicing

per Post an Rechnungsanschrift / by mail to invoicing address:
Ansprechpartner / Contact Person

per E-Mail an / by email to:

Kontierungselement /
Accounting element

Umsatzsteuer ID /
VAT ID

Hinweise /Comments

Datum/ Date

Stempel und
Unterschrift /Stamp



Bestellung Transpondermarken / Requesting Transponders

Schritte, um Token zu beantragen

- 1- Bitte das untenstehende Formular ausfüllen und unterschrieben an token@liqvis.com schicken
- 2- Innerhalb von zwei Werktagen werden inaktive Transponder an die angegebene Lieferadresse geschickt; ein Übernahmeprotokoll wird per Mail verschickt
- 3- Sobald Sie die Transponder erhalten haben, füllen Sie bitte das Übernahmeprotokoll aus und schicken es unterschrieben an token@liqvis.com
- 4- Nach Eingang des Protokolls werden die Transponder i.d.R. innerhalb von einem Werktag freigeschaltet

Steps to obtain tokens

- 1- Please complete the form below and send a signed copy to token@liqvis.com
- 2- Within two business days, inactive transponders will be shipped to the address provided; a transponder record will be sent to you via email
- 3- Once you have received the transponders, please complete the transponder record and send a signed copy to token@liqvis.com
- 4- After receipt of the transponder record, transponders will usually be activated within one business day

Kunde / Customer

Kundennummer / Customer ID

Erstbesteller (wenn keine Kundennummer vorhanden, bitte ankreuzen) / First-Time Customer (if customer ID not available please check the box)

Sind Sie Feldtestkunde bei IVECO in Ulm? / Are you a field test customer at IVECO in Ulm?

Ja / Yes

Nein / No

Hiermit bestelle ich verbindlich die folgende Anzahl Transpondermarken / I hereby order the following number of Transponder

Stück / pcs

Lieferadresse / Shipping Address (Bitte in Druckschrift ausfüllen / please complete in print)

Firma / Company

Adresszusatz / Address Supplement

Ansprechperson / Contact Person

E-Mail / email

Straße / Street

PLZ + Ort / Zip code + City

Land / Country

Datum, Unterschrift, Name (bitte in Druckschrift) / Date, Signature, Name (please write in print)

