

1. Scope of the General Terms and Conditions

- 1.1. The following General Terms and Conditions apply exclusively to all deliveries and services.
- 1.2. Terms and conditions to the contrary shall not be valid. A possible acceptance of terms and conditions or a deviation from these terms and conditions must always be made in writing in accordance with § 126 BGB.
- 1.3. With the initial and effective inclusion of the GTC, the customer also recognizes them as agreed for all further contractual relationships in the respective current version. The current version of the GTC can be viewed on the Internet at <https://www.rohstoffe-knoll.de/agb> and at the business premises of Anton Knoll Rohstoffe GmbH & Co KG (hereinafter: Knoll) or made available free of charge on request.
- 1.4. The version of the GTC valid at the time of the conclusion of the contract is decisive for the inclusion of the GTC.

2. Offers and conclusion of contract

- 2.1. Offers from Knoll are subject to change and non-binding until written order confirmation.
- 2.2. Knoll shall only assume a guarantee for the quality of the delivery item or the service if a special agreement has been made. A description of the goods is exemplary; the ingredients in particular can vary greatly.
- 2.3. REDcert or SURE -certified goods: Sellers confirm in a self-declaration that the goods are exclusively biomass within the meaning of Directive (EU) 2018/2001. This self-declaration is available and is valid until revoked.

3. Confidentiality / customer protection agreement

- 3.1. The customer is obliged to treat all information received within the scope of the contract as confidential. He further agrees that he shall not make business contact with Knoll's suppliers either directly or indirectly, e.g. via or for third parties. The customer and its employees undertake to refrain from any actions that are likely to impair the business relations between Knoll and its suppliers.
The client is obliged to inform its employees as well as its partner companies of this agreement and to ensure compliance with it.
- 3.2. If the customer, its employees or the partner companies commissioned by it culpably violate these obligations and a supplier of Knoll subsequently concludes a contract with the customer or its partner companies, the customer is obliged to compensate Knoll for the resulting damage.
The client or its partner companies shall owe Knoll a contractual penalty of EUR 2,500.00 for each culpable breach of this agreement. The assertion of further damages remains unaffected by this payment.

4. Prices and payments

- 4.1. Unless otherwise agreed, payment must be made without deduction within 10 days of invoicing. The date of receipt in a Knoll bank account shall be decisive.
- 4.2. All agreed amounts are net plus the respective statutory value added tax.
- 4.3. An agreed discount deduction can only be recognized if the discount period granted is observed.
- 4.4. Knoll reserves the right to charge default interest at the statutory rate as well as reminder, legal and collection costs in the event of non-payment after the due date.
- 4.5. Knoll can demand payment for further deliveries before the goods are dispatched or security from a bank or withdraw from further deliveries. In the event of default or if other circumstances become known that reduce the creditworthiness of the buyer, claims that are not yet due shall also become due for payment.
- 4.6. For payment purposes, partial deliveries shall also be deemed to be independent deliveries, irrespective of the completion of the overall delivery.
- 4.7. Payments are booked to the oldest outstanding invoice.
- 4.8. If the customer is a merchant, it is only entitled to offset or withhold payment, including for complaints or counterclaims, if Knoll expressly agrees in writing or if the counterclaims have been legally established or are undisputed.

5. Terms of delivery

- 5.1. Delivery dates, whether agreed as binding or non-binding, must be in writing to be effective.
- 5.2. Delivery periods shall be extended appropriately - even within a delay - in the event of measures in the context of labor disputes, in particular strikes, lockouts, official orders, weather conditions and due to force majeure and events beyond the control of the contractor. This shall also apply if the aforementioned events occur at Knoll's subcontractors. They entitle Knoll to postpone the delivery for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled.
- 5.3. Knoll is entitled to a right of withdrawal in the event that its supplier does not fulfill its delivery obligation or does not fulfill it properly.

6. Obligations of the client to cooperate

- 6.1. In order to ensure that deliveries are carried out on time, the customer is obliged to agree the desired delivery date in good time. If only a period of time is specified, Knoll shall determine the time within this period. If the customer wishes to change the agreement with regard to the specified time period, he must agree this with Knoll at least one week before commencement.

- 6.2. If public roads and paths are soiled during delivery (delivery free field edge), the customer is obliged to Knoll to ensure that the traffic hazard is identified and removed. The customer shall be responsible to Knoll for fulfilling any general obligation to clean roads.
- 6.3. The Customer undertakes to state all nutrients received in its fertilizer balance sheet. Furthermore, he undertakes to hand over to Knoll the documents required for verification (area certificates, nutrient balances, application permits, registration numbers, etc.).
- 6.4. If the customer is in default of acceptance or culpably breaches other obligations to cooperate, Knoll shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses.
- 6.5. Delivered goods, even if they have insignificant defects, must be accepted by the customer without prejudice to his rights under the law and the contract.
- 6.6. Partial deliveries are permitted.

7. Warranty and notice of defects

- 7.1. Knoll provides a warranty for deliveries and services in accordance with the statutory provisions, unless otherwise specified in these General Terms and Conditions.
- 7.2. If instructions for use or other instructions from Knoll for correct use or handling are not followed, if independent changes are made to the delivery or service, or if the delivery or service is used for a purpose other than that for which it was intended, claims for defects in the deliveries or services shall lapse.
- 7.3. Knoll does not guarantee the usability of the delivered goods for specific uses, in particular not for the use of the delivery for biogas plants or for a specific gas yield or a specific biological or chemical quality of the goods. Liability in this respect is excluded.
- 7.4. The customer must inspect delivered goods for defects immediately after delivery and notify Knoll in writing without delay, at the latest two days after delivery. If the customer fails to notify Knoll, the delivery shall be deemed to have been approved, unless the defect was not recognizable during the inspection. If such a defect is discovered later, the notification must be made in writing immediately after discovery, but no later than two days thereafter, stating the nature and extent of the defect, the date of delivery and the quantity delivered; otherwise the delivery shall be deemed approved even in view of this defect.
- 7.5. For defects that significantly reduce the value of the delivery or its suitability for the contractually stipulated use, Knoll shall, at its discretion, initially provide subsequent delivery or rectification. In the case of insignificant defects, Knoll may grant a reduction in price instead of subsequent performance.

8. General limitation of liability

Claims for damages by the client, regardless of the legal grounds, in particular due to breaches of duties arising from the contractual obligation and from unauthorized actions, are excluded. This shall not apply insofar as liability is mandatory by law (§ 307 BGB).

9. Retention of title

- 9.1. Knoll retains ownership of the delivered goods until all payments arising from the business relationship with the customer have been received.
- 9.2. The client is entitled to resell the goods in the ordinary course of business. This shall not apply to deliveries of goods requiring official approval. In this case, the official requirements shall take precedence.
- 9.3. The handling or processing of the goods is carried out for Knoll. The latter shall acquire ownership of the new item; the customer shall store this for Knoll free of charge.
- 9.4. If the goods are inseparably mixed, blended or combined with other goods, Knoll shall acquire co-ownership of the uniform item in a proportion corresponding to the value of the goods supplied by it in relation to the value of the mixed or combined goods at the time of mixing or blending.
- 9.5. If the customer acquires new ownership in the aforementioned cases or, in the event of further processing of the goods (in particular through gasification in biogas plants), a claim arising from this (in particular claims for remuneration "electricity money"), he shall already now transfer this ownership or claims arising from this (in particular "electricity money") to Knoll.
- 9.6. The customer hereby assigns all claims of Knoll from the resale of the reserved goods to Knoll. Of the claims arising from the sale of goods in which the customer has acquired co-ownership through mixing or blending, the customer hereby assigns to Knoll a first-ranking partial amount corresponding to Knoll's co-ownership share in the sold goods. If the customer sells goods that are owned or co-owned by Knoll together with other goods that do not belong to Knoll at a total price, the customer hereby assigns to Knoll a first-ranking partial amount of this total claim corresponding to the share of the delivered goods.
- 9.7. Knoll is authorized to collect the assigned claims from the resale, subject to revocation at any time. The customer must name the debtors of the assigned claims to Knoll upon request, notify them of the assignment or hand over the notification of assignment to Knoll. As long as the customer fulfills his payment obligations, Knoll will not disclose the assignment. If the value of the securities existing for Knoll exceeds the claims by more than 30% in total, Knoll is obliged to release securities of its choice at the request of the customer.
- 9.8. In the event of seizure or other interventions by third parties, the customer must inform Knoll immediately in writing so that Knoll can take legal action. If the third party is not in a position to reimburse Knoll for the judicial and extrajudicial costs of legal action, the customer is liable for the damage incurred.

10. Applicable law and place of jurisdiction

- 10.1. The law of the Federal Republic of Germany shall apply exclusively to all terms and conditions of business between the customer and Knoll, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 10.2. The place of jurisdiction shall be Knoll's registered office in Geeste-Bramhar, i.e. Meppen Local Court or Osnabrück Regional Court.