

ANTHESIS B.V. (ANTHESIS) - GENERAL TERMS AND CONDITIONS

PREAMBLE

These General Terms and Conditions have been filed with the Chamber of Commerce in July 2024 under number 30180751.

These General Terms and Conditions are divided into three sections:

Section A sets out the general provisions that apply to all types of goods and/or services provided by ANTHESIS;

Section B sets out the specific general terms and conditions applicable to insight, advice and CO₂ reduction measures;

Section C sets out the specific general terms and conditions applicable to CO₂ offsetting.

If there is a discrepancy between a specific and a general provision, the specific provision prevails.

SECTION A GENERAL PROVISIONS

1 DEFINITIONS

In these General Terms and Conditions, the following terms have the meaning given to them below:

ANTHESIS: Anthesis B.V., having its registered office in Utrecht, The Netherlands, and any of its subsidiaries;

Auxiliaries: third parties engaged by ANTHESIS;

Agreement: a purchase and/or service agreement concluded by ANTHESIS with another party;

Conditions: these General Terms and Conditions;

Counterparty: the party with whom ANTHESIS has concluded an Agreement;

Products: the goods and/or services provided by ANTHESIS.

2 APPLICATION

2.1 These Conditions are applicable to all Agreements, offers, and quotations of ANTHESIS, and all legal acts related thereto and/or arising therefrom. The application of general terms and conditions of the Counterparty, if any, is herewith expressly excluded.

2.2 All offers and communications of ANTHESIS are subject to contract and constitute a unity as regards price and their other terms, unless expressly stated otherwise. ANTHESIS reserves the right to accept or refuse without giving reasons any requests for the provision of Products. A composite quotation of ANTHESIS shall not impose any obligation on ANTHESIS to perform part of the order, or to deliver part of the Products, at a proportional part of the quoted price.

2.3 An Agreement shall only have been formed with ANTHESIS when and if confirmed by ANTHESIS in writing.

2.4 The Agreement may only be amended or supplemented in writing and with the permission of ANTHESIS.

3 PRICE

3.1 All prices stated by ANTHESIS in an Agreement, quotation, or invoice are exclusive of VAT and all other government- and other levies, and do not include any costs to be incurred in the performance of the Agreement, including shipment and administrative costs, unless expressly otherwise agreed.

3.2 ANTHESIS reserves the right, if after the date of the Agreement one or more cost factors are increased, to increase the contract price accordingly, even if the circumstances leading to the increase were foreseeable.

4 PAYMENT

4.1 All amounts are due on the due date, or if no due date is agreed, within 14 days of the date of the invoice, in the currency and using the payment method specified on the invoice. ANTHESIS may at all times demand payment of the agreed price or part of it in advance and/or demand security for payment in another way.

4.2 Payment of the amount due by the Counterparty to ANTHESIS shall be without suspension, discount, deduction, or set-off with any claim the Counterparty has or believes it has against ANTHESIS, unless otherwise agreed in writing.

4.3 ANTHESIS may at all times set off any claims it has against the Counterparty – whether or not they are due and payable – with any liabilities the Counterparty may have against ANTHESIS or any company forming part of ANTHESIS's group.

4.4 In case of non-payment, or if the Counterparty fails to pay in full and/or in time, the Counterparty shall be in default without notice of default or reminder being required. As soon as the Counterparty is in default, all other amounts due by the Counterparty shall be immediately due and payable, without prior notification, and the Counterparty shall be in default in respect of those as well.

4.5 If the Counterparty defaults on its payment obligations, or if ANTHESIS has reasons to fear that the Counterparty will default on its payment obligations, ANTHESIS may suspend performance of the Agreement, without any liability on ANTHESIS's part for any damage incurred as a result.

4.6 The Counterparty shall owe ANTHESIS all expenses incurred by ANTHESIS in connection with collecting payment as from the date on which the Counterparty is in default. These expenses shall include extrajudicial costs, which are set at 15 percent of the amount due, plus 1.5% default interest per month or part of a month, which shall accrue as of the date payment is due, with a minimum of EUR 40.

5 INTELLECTUAL PROPERTY

5.1 The intellectual property rights to the materials, models, techniques, and instruments used and/or developed by ANTHESIS in the execution of the order shall rest exclusively with ANTHESIS, unless these property rights are vested in a third party that has granted ANTHESIS permission to use them.

5.2 All illustrations and drawings furnished by ANTHESIS shall remain the property of ANTHESIS and may not be copied or reproduced, or made available to third parties, without the express permission of ANTHESIS.

5.3 The Counterparty undertakes not to infringe ANTHESIS's intellectual property rights in any way. Infringement shall include, but not be limited to, using the materials used by ANTHESIS in the execution of the order, entirely or in part, for the Counterparty's own purposes or those of third parties, or to reproduce, issue, or lend same, or allow them to be used in any other way, either or not against payment.

6 LIABILITY

- 6.1 ANTHESIS shall in no event be liable for any damage whatsoever, unless the damage is caused by gross negligence and/or intent on the part of ANTHESIS.
- 6.2 ANTHESIS shall not be liable for:
- a. any indirect and/or immaterial damage, including consequential loss, damage caused by installation or de-installation of Products and/or trading loss;
 - b. any damage, of any kind, caused because ANTHESIS relied on incorrect and/or incomplete information supplied by or on behalf of the Counterparty;
 - c. any damage caused by Products it has provided during the period of retention of title;
 - d. errors and discrepancies in illustrations, drawings, and specifications of sizes and weights, and any other specifications given in offers, quotations, and/or order confirmations;
 - e. any damage caused by Auxiliaries.
- 6.3 If and to the extent that ANTHESIS is nevertheless liable for damage suffered by a Counterparty, the Counterparty shall be entitled to compensation of the damage (i) up to the amount paid out by its insurer in respect of the specific incident, plus any excess payable by ANTHESIS, or (ii) if this amount is lower or if the damage concerned is not covered under an insurance policy, up to the aggregate amount received in payment by ANTHESIS from the Counterparty, exclusive of VAT, in the 12-month period preceding the error, or (iii) if this is less, to an amount of EUR 20,000.
- 6.4 Any claim against ANTHESIS, other than claims accepted by ANTHESIS, shall lapse 12 months after the claim arose.
- 6.5 Auxiliaries may invoke all remedies against the Counterparty that are available under the Agreement as if they were parties to the Agreement.
- 6.6 The Counterparty agrees to indemnify ANTHESIS and Auxiliaries against all third-party claims for damages or other claims that are directly or indirectly related to the Agreement and (i) the Products supplied by ANTHESIS under the Agreement, due to third-party claims, and (ii) the processing and/or (electronic) transmission of data supplied by ANTHESIS, unless in the event of gross negligence or intent on the part of ANTHESIS. The Counterparty agrees to hold ANTHESIS harmless against any third-party claims in respect of damage arising from the Products it has supplied, and against any damage caused in connection with the performance of the Agreement.

7 FORCE MAJEURE

- 7.1 If ANTHESIS is temporarily unable to fulfil its obligations due to an event of force majeure, ANTHESIS may fully or partially suspend performing its obligations under the Agreement for as long as the situation of force majeure exists. For the purpose hereof, force majeure means any causes and circumstances beyond the control of ANTHESIS, including but not limited to default on the part of its suppliers.
- 7.2 If ANTHESIS is permanently unable to fulfil its obligations under the Agreement due to an event of force majeure, it may terminate or rescind the Agreement entirely or in part with immediate effect, without owing the Counterparty any compensation.
- 7.3 If a situation like the one described in Article 7.2 occurs, the Counterparty may rescind the Agreement also, without any obligation on the part of ANTHESIS to compensate any damage or loss. If the Agreement is rescinded as contemplated in this Article, ANTHESIS shall repay the Counterparty all amounts paid to ANTHESIS, if and to the extent that the relevant agreed performance has not yet been completed at that time and after deducting any payments made for already effected partial deliveries.

8 TERMINATION

- 8.1 ANTHESIS may terminate an Agreement with immediate effect, without court intervention and without any obligation to pay compensation, if:
- a. the Counterparty fails to fulfil any of its obligations under the Agreement or under these Conditions, or fails to do so properly or in time;
 - b. the Counterparty is declared bankrupt, or is granted (temporary) suspension of payment, or is offered a settlement outside bankruptcy, or if the Counterparty or a third party files for its bankruptcy or submits a request for suspension of payment;
 - c. the Counterparty passes a resolution for its winding-up, or for a legal merger or demerger, or for discontinuation of its business, as a result of which it will cease to exist;
 - d. one or more parties other than the one(s) who held the majority control over the activities of the Counterparty's business or its shareholders on the date of signing this Agreement acquire the majority control over these activities, within the meaning of the 2015 Merger Code of the Social and Economic Council SER;
 - e. the assets of the Counterparty or a significant part thereof are seized under a warrant of execution or a prejudgment attachment of them is not annulled or lifted within 30 business days of the day on which they were attached;
 - f. the Counterparty loses the free disposal of its assets in any other way.
- 8.2 The Counterparty is obliged to immediately notify ANTHESIS of any of the events mentioned in this Article as soon as they occur.
- 8.3 All payment obligations the Counterparty has under the Agreement shall remain in full force and all amounts shall become immediately due and payable. In addition, the Counterparty shall be obliged to compensate ANTHESIS any loss or damage it suffers due to the termination of the Agreement.

9 CONFIDENTIALITY

- 9.1 ANTHESIS undertakes to keep confidential everything that comes to its knowledge, or that of its advisers, regarding the Counterparty and its business and operations during or as a result of the execution of the order. This obligation shall also extend to any data of which ANTHESIS knows or may reasonably be expected to know that it is confidential and/or disclosure whereof to third parties may harm the Counterparty's interests. This obligation shall not apply where ANTHESIS is required by law to disclose this data, or where it has the express prior written permission of the Counterparty to do so.

10 FINAL PROVISIONS

- 10.1 The Counterparty may not transfer any of its rights and/or obligations under the Agreement, including these Conditions, or arising from the CO₂ registration, or any part thereof, to third parties without the prior written consent of ANTHESIS.
- 10.2 If any of the provisions of these Conditions are departed from, the other provisions shall continue to fully apply.

- 10.3 If any of the provisions of the Agreement and/or these Conditions are declared null and void, the remainder of the Agreement and the Conditions shall remain fully valid. In that event the parties shall consult about the invalid provisions and agree a replacement provision that is valid and that shall be as close to the purport of the original provision as possible.
- 10.4 These Conditions are available in both an English and a Dutch version. In the event of a dispute about the content or purport of these Conditions, the Dutch text and its meaning shall be binding in the jurisdiction of the Netherlands.
- 10.5 After the termination of an Agreement the provisions of these Conditions shall continue to apply in full in so far as is relevant, including specifically, but not limited to, Articles 6 and 18.

11 DISPUTES AND APPLICABLE LAW

- 11.1 The applicability of the Vienna Sales Convention (CISG) is herewith excluded.
- 11.2 Any disputes regarding the formation, interpretation, or performance of an Agreement or the Conditions shall initially be submitted to the competent court in Utrecht, the Netherlands.
- 11.3 All Agreements, including these Conditions, are governed by and shall be interpreted in accordance with Dutch law.

SECTION B INSIGHT, ADVICE AND CO₂ REDUCTION MEASURES

The following provisions are – in addition to those of 'SECTION A GENERAL' – in particular applicable to insight and advice services to be rendered by ANTHESIS, and to CO₂ reduction measures and the related supply of products.

12 DEFINITIONS

CO₂ Emissions: greenhouse gas emissions during a specific period;

Emission Factors: the factors determined by ANTHESIS for calculating the quantity of CO₂ (or CO₂ equivalents) that are released by a specific unit of consumption and that provide the basis for calculating the Counterparty's CO₂ Emissions;

Object: the business, or part of a business, and/or its goods/services, or part thereof, of which the CO₂ Emissions are to be determined or reduced;

Plan of Action: a plan prepared by ANTHESIS setting out how the CO₂ Emissions may be reduced and the energy savings this will yield;

Scan: a scan made by ANTHESIS in order to provide a certain analysis, such as a TravelScan, FuelScan, Mobility Scan, Energy Scan, or any other scan or method used by ANTHESIS for its calculations, analysis and/or advice.

13 GENERAL

13.1 ANTHESIS shall execute the order properly and carefully, and shall take the interests of the Counterparty into account to the best of its understanding and shall render its services to the best of its abilities and knowledge.

13.2 The order shall be completed within the period agreed between ANTHESIS and the Counterparty, save for circumstances that may reasonably not be attributed to ANTHESIS. Unless otherwise agreed, the agreed period is not a strict deadline, which means that written notice of default must be given before default commences.

14 INSIGHT

14.1 Unless otherwise agreed, ANTHESIS shall calculate the CO₂ Emissions of the Object concerned based on the data provided by the Counterparty and the Emission Factors. ANTHESIS shall subsequently determine and calculate the CO₂ Emissions of the Object concerned each year in the same manner.

14.2 Each year, ANTHESIS determines the Emission Factors for each calendar year, in accordance with the 'Procedure for Reviewing Emission Factors' published on ANTHESIS's website. The Procedure for Reviewing Emission Factors will be made available to the Counterparty upon request. The Counterparty shall at all times be bound to the Emission Factors.

14.3 The Counterparty agrees to timely provide ANTHESIS with all information, data and decisions necessary to properly execute and complete the order.

14.4 ANTHESIS is not obliged to verify the data provided by the Counterparty.

14.5 The Counterparty is fully responsible for the information it provides.

14.6 ANTHESIS cannot vouch for its calculations of the CO₂ Emissions, since these are based on data provided by the Counterparty and third parties. Nor can it vouch for the truthfulness of the qualification 'Climate Neutral' or 'CO₂ Neutral'.

14.7 ANTHESIS is not liable for any damage, of any kind, resulting from incorrect and/or incomplete data provided by the Counterparty.

14.8 If the data necessary for performing the Agreement has not been provided to ANTHESIS in time, ANTHESIS may suspend performing the Agreement and/or charge the extra costs resulting from the delay to the Counterparty.

15 ANALYSIS AND ADVICE

15.1 Unless otherwise agreed, ANTHESIS shall make a Scan of the possibilities available to the Counterparty to reduce the CO₂ Emissions of the Object. ANTHESIS shall include its advice, based on the Scan, in a Plan of Action.

15.2 The advice is solely intended for the Counterparty. Third parties may not derive any rights from them. No rights may be derived from an advice, nor may an advice be regarded as any type of guarantee that a particular result will be achieved.

15.3 Upon concluding the Agreement, ANTHESIS shall give the Counterparty a cost estimate for its advice. The Counterparty may not derive any rights from this estimate, unless exceeding the costs may reasonably not be attributed to the Counterparty. ANTHESIS shall notify the Counterparty of any changes in an order, or if it has reason to suspect that the latest estimate is inadequate.

15.4 If a consultant is prevented from implementing an order, ANTHESIS shall provide a replacement. If ANTHESIS is reasonably unable to provide a replacement, or to do so in time, ANTHESIS shall not be liable for any (consequential) damage suffered by the Counterparty as a result. ANTHESIS's sole obligation shall be to execute the order as yet, at a time to be decided in consultation with the Counterparty.

16 IMPLEMENTATION AND INSTALLATION

16.1 The decision to implement and install, based on the Scan and the Plan of Action, rests with the Counterparty.

16.2 ANTHESIS shall notify the Counterparty at any reasonable moment when the activities will be conducted and allow the Counterparty access to the places where these activities are conducted.

16.3 ANTHESIS shall repair any damage caused to the systems, or any part of them, during, by or in connection with the activities at its own expense, unless ANTHESIS cannot be blamed for the damage.

16.4 ANTHESIS shall only insure products if this has been agreed with the Counterparty in writing.

16.5 Unless otherwise agreed, the installation shall be carried out by a fitter selected by ANTHESIS. If the Counterparty wishes to select its own fitter, the legal relationship between the Counterparty and that fitter shall have no bearing on the relationship with ANTHESIS.

16.6 ANTHESIS solely acts an intermediary when hiring a fitter, irrespective of whether he is selected by ANTHESIS or by the Counterparty, and ANTHESIS shall in no event be liable for any negligence or liability on the part of the fitter.

16.7 Any warranty offered on products installed by a fitter selected by the Counterparty shall be limited to manufacturer warranty.

16.8 ANTHESIS reserves the right to let certain activities be carried out by Auxiliaries.

16.9 The Counterparty shall ensure that ANTHESIS and its Auxiliaries can work in a safe environment.

17 DELIVERY OF PRODUCTS

17.1 All delivery times stated by ANTHESIS are approximate. ANTHESIS shall not be bound to the approximate delivery time, unless the parties have agreed a firm deadline.

- 17.2 Should it emerge, during the performance of the Agreement, that it is necessary to amend or supplement the Agreement to ensure a proper performance, the parties shall timely revise the Agreement in mutual consultation at the initiative of ANTHESIS.
- 17.3 If the parties agree to amend or supplement the Agreement, this may affect the completion time. ANTHESIS shall notify the Counterparty of this in advance.
- 17.4 ANTHESIS shall notify the Counterparty in advance if amending or supplementing the Agreement has financial and/or other major consequences. If a lump sum fee was agreed, ANTHESIS shall state the consequences for the agreed fee of amending the Agreement.
- 17.5 Products are solely delivered in the Netherlands, carriage paid to delivery address, unless otherwise agreed in writing.
- 17.6 ANTHESIS shall be deemed to have fulfilled its delivery obligation if the products have been offered at the Counterparty's delivery address once. The carrier's report shall at all times serve as full proof that the products were offered at the delivery address. If and in so far as delivery is refused, the costs for returning and storing the products, as well as all other costs, shall be charged to the Counterparty.
- 17.7 If the total value of a shipment to a delivery address is less than an amount to be decided each time by ANTHESIS (exclusive of VAT), ANTHESIS reserves the right to charge the freight charges plus a surcharge on the shipment, based on the then current surcharge rate.
- 17.8 The quoted prices, models, specifications, colours, technical details, etc., may be altered without prior notice.

18 RETENTION OF TITLE

- 18.1 All delivered products remain the property of ANTHESIS until the Counterparty has fulfilled all of its obligations arising from or related to Agreements under which ANTHESIS has undertaken delivery, including claims for penalties, interest, and costs, including costs due to loss of value and/or related to repossessing delivered products. The Counterparty shall store the products delivered by ANTHESIS, clearly marked as ANTHESIS's property, separately from other products until the moment of transfer of ownership.
- 18.2 The products delivered by ANTHESIS subject to retention of title may not be resold and may never be offered in lieu of payment. The Counterparty may not pledge the products subject to retention of title or encumber them in any other way, or make any changes thereto. The products delivered subject to retention of title may only be disposed of with the express consent of ANTHESIS. If the Counterparty disposes of a product subject to retention of title with ANTHESIS's consent, the Counterparty shall retain the title to the products concerned.
- 18.3 The Counterparty shall secure the proprietary rights of ANTHESIS.
- 18.4 The Counterparty shall notify ANTHESIS as soon as possible if third parties have products delivered by ANTHESIS subject to retention of title seized or wish to create or assert any rights to them.
- 18.5 The Counterparty shall insure and keep insured the products delivered subject to retention of title against fire, explosion, and water damage as well as theft, and shall provide ANTHESIS with a copy of the insurance policy.
- 18.6 If the Counterparty fails to fulfil any obligations under these Conditions or the Agreement, or if there is reason to fear that the Counterparty will not fulfil its obligations, the Counterparty shall place the products delivered subject to retention of title, as well as any components and/or new products created on the basis of them, at ANTHESIS's disposal at its first request. If the Counterparty fails to do so, ANTHESIS may demand payment of the original market price of these products, without prior notice of default, or immediately repossess the delivered products, for which purpose the Counterparty now for then unconditionally grants ANTHESIS or a third party to be designated by ANTHESIS permission to enter the premises where ANTHESIS's property is stored and to repossess same. All costs involved in repossessing/returning the products shall be payable by the Counterparty.
- 18.7 The title to the products delivered by ANTHESIS subject to retention of title shall pass to the Counterparty once the Counterparty has fulfilled all obligations towards ANTHESIS. ANTHESIS may at all times create a lien on these products following the transfer of title, also in connection with other claims ANTHESIS has against the Counterparty. At ANTHESIS's first request, the Counterparty shall provide all cooperation to ANTHESIS that may be required or necessary in this context.

19 COMPLAINTS AND RETURN SHIPMENTS

- 19.1 The Counterparty shall inspect the delivered products promptly upon delivery for any deviations from what was agreed. Any complaints about the delivered products are to be submitted to ANTHESIS in writing, accompanied by the corresponding packing list, within seven (7) days of delivery. After this period has expired, the Counterparty is considered to have irrevocably and unconditionally accepted the products.
- 19.2 The Counterparty shall keep any defective products available for ANTHESIS. Submitting a complaint does not entitle the Counterparty to suspend its payment obligations towards ANTHESIS. The provisions of Article 19.6 apply to invisible defects.
- 19.3 Complaints shall only be considered if the products are still in their original, undamaged packaging. If the products are visibly externally damaged upon delivery, the Counterparty shall make a written reservation in this respect to the carrier and, in departure from Article 19.1, shall notify ANTHESIS thereof within twenty-four (24) hours of delivery.
- 19.4 Defective products may only be returned after consultation with one of ANTHESIS's sales assistants, and following written confirmation by ANTHESIS that the products may be returned. The foregoing also applies if ANTHESIS has given permission to return the products for repair, without a complaint having been submitted.
- 19.5 If the Counterparty has made any changes to the defective products, its right to complain shall lapse, irrespective of the ground for the complaint and of whether the complaint was submitted in time. In these instances ANTHESIS shall have no obligations of any kind in respect of the delivered products.
- 19.6 Any costs incurred by ANTHESIS in the event that products delivered subject to manufacturer or importer warranty are returned to assess whether they come under the warranty of the relevant manufacturer or importer may be charged to the Counterparty.
- 19.7 If products are returned to ANTHESIS for repair, without a complaint having been submitted, these products shall be considered as having been delivered to the Counterparty with all corresponding consequences, and the repair and transport costs (if any) shall be payable by the Counterparty.
- 19.8 ANTHESIS may agree to take back any products it has already delivered, subject to terms to be stipulated by ANTHESIS, and the relevant invoice will be credited, provided that the products are still in their original condition and packaging and are not discontinued by ANTHESIS. The delivered products shall be taken back until twenty (20) days of delivery. Any products that are discontinued by ANTHESIS and that were specifically ordered for the Counterparty shall in no event be taken back.
- 19.9 The Counterparty shall be charged crediting costs equal to 3% per shipment, with a minimum of EUR 25, for each product returned.
- 19.10 Any installation costs made in connection with replacing a defective product under this Article shall be payable by the Counterparty.

20 WARRANTIES AND EXAMINATION

- 20.1 Upon request, ANTHESIS shall timely grant, to the best of its ability, all rights under warranties offered by Auxiliaries in respect of the installation or parts thereof.
- 20.2 Unless expressly stated otherwise, any warranties expressly granted by ANTHESIS to the Counterparty are subject and limited to the manufacturer warranty offered by the producer of the delivered products. The Counterparty shall contact ANTHESIS if it has any claim under such warranty, and ANTHESIS shall decide at its own discretion whether the claim under the manufacturer warranty is valid, whereupon it will contact the producer. If the producer decides that the Counterparty is not entitled to replacement or repair under the warranty, ANTHESIS shall at no event be obliged to offer warranty as yet.
- 20.3 After the warranty period has expired, any replacement or repair costs and any administrative, shipment and call-out costs, shall be payable by the Counterparty.
- 20.4 Notwithstanding the provisions of this Article, the warranty referred to in Article 20.2 shall constitute the sole remedy available to the Counterparty in respect of damage caused to or by products delivered by ANTHESIS.
- 20.5 If it is established that the Counterparty has no claim under the offered warranty, the costs made, including but not limited to costs of examination, shall be fully payable by the Counterparty.
- 20.6 If during the warranty period repairs or changes are made to the product sold and/or delivered without the prior permission of the party who offered the warranty, or if the Counterparty defaults on its payment obligations, any rights under the warranty shall lapse immediately. The Counterparty is not entitled to withhold payment on the ground that an obligation under a warranty has not, not yet, or not fully, been fulfilled.
- 20.7 The warranty shall not apply if the defect is caused by inexpert use, carelessness, incorrect installation of or incorrect testing using the products, attempts at repair not sanctioned by ANTHESIS, unauthorised changes to or use of products, or if the defect is caused by abnormal use of the products or by fire or another accident.

21 RETURNING PRODUCTS

- 21.1 The Counterparty shall return to ANTHESIS any (ancillary) products made available to the Counterparty within the context of performing the Agreement in their entirety within 14 calendar days, in their original condition, and without defects. All costs made as a result of the Counterparty's failure to comply with this obligation shall be payable by the Counterparty.
- 21.2 If, after having been called upon to comply, the Counterparty for any reason continues to fail to comply with the obligation referred to in Article 21.1, ANTHESIS may recover the resulting damage and costs, including replacement costs, from the Counterparty.

22 TRANSFER OF RISK

- 22.1 Notwithstanding the provisions of Article 18, the risk to the products that are the subject-matter of the Agreement shall pass to the Counterparty the moment when they are physically delivered to Counterparty or to the fitter to be designated by the Counterparty, and are consequently brought under the control of the Counterparty or the third party to be designated by the Counterparty.

SECTION C OFFSETTING

The following provisions are – in addition to those of ‘SECTION A GENERAL’, AND ‘SECTION B INSIGHT, ADVICE and CO₂ REDUCTION MEASURES’ – in particular applicable to CO₂ Offsetting to be provided by ANTHESIS.

23 CO₂ DEFINITIONS

CO₂ Registration: the registration by ANTHESIS of CO₂ credits purchased for its clients, or the registration, at the request of ANTHESIS, of CO₂ credits registered in the name of the client, in an independent registry;

CO₂ Offset: the registration of an agreed quantity of CO₂ credits for or in the name of the Counterparty-client in ANTHESIS’s CO₂ registration;

CO₂ Credits: rights related to 1 ton of reduced or sequestered CO₂, defined in the administrative regulations of the Registry as a ‘Unit’;

CO₂ Account: a CO₂ account kept by ANTHESIS at the Registry;

Registry: the independent registry in which ANTHESIS manages its CO₂ registration, i.e. Market Environmental Registry, APX, and/or another registry to be selected by ANTHESIS.

24 CO₂ OFFSETTING

- 24.1 ANTHESIS shall offset the CO₂ for the benefit of the Counterparty as soon as possible after concluding the Agreement for CO₂ Offset, but not later than 12 months after the end of its financial year.
- 24.2 The CO₂ Offset shall take place within the period agreed between ANTHESIS and the Counterparty, save in circumstances that are reasonably beyond ANTHESIS’s control. Unless otherwise agreed, the agreed period is not a strict deadline, which means that written notice of default must be given before default commences. If the independent verification of the allocated CO₂ credits takes up more time, ANTHESIS shall not be bound to the deadline.
- 24.3 In so far as the characteristics of the CO₂ credits in the agreement between the parties are not further specified, or if for any reason the projects desired by the Counterparty do not comply with the independent verification, or delivers insufficient CO₂ credits to meet the demand of Counterparty, ANTHESIS is free to select different projects of comparable quality to which the CO₂ credits to be registered in the name of the Counterparty shall pertain.
- 24.4 In case of changes in laws and regulations of the host country and if the host country decides it will count the CO₂-credits of the underlying project towards its own NDC target, ANTHESIS can make an effort to deliver replacing CO₂ credits of comparable quality, if desired by Counterparty. If ANTHESIS is not able to deliver replacing CO₂ credits within a year, the contract can be terminated by either party. No contractual liability for either party upon termination.
- 24.5 ANTHESIS shall at all times retain the exclusive rights to the CO₂ credits it buys for or registers in the name of the Counterparty, unless expressly otherwise agreed.
- 24.6 The CO₂ credits registered by ANTHESIS for or in the name of the Counterparty may in no event be encumbered, sold, delivered or otherwise traded by the Counterparty to or for the benefit of a third party.
- 24.7 The Counterparty shall provide the data necessary for determining the amount due for the CO₂ Offset in the preceding financial year within three months of the financial year. If ANTHESIS has not received the data within 3 months, ANTHESIS shall base its calculation of the amount due for the CO₂ Offset in the relevant financial year on its own assessment of the CO₂ Emissions, based on the information at its disposal.
- 24.8 ANTHESIS solely guarantees the quantity of the CO₂ Offset it has provided itself.
- 24.9 The Counterparty may not unilaterally prematurely change the tonnage of CO₂ specified in the Agreement, unless the Counterparty is able to provide ANTHESIS with proof of CO₂ reduction measures.