

General Terms and Conditions

of Transparent Marktplatz Handels GmbH
(hereafter referred to as the “marketplace operator”)

These General Terms and Conditions are divided into two sections:

A. General contract terms and conditions for the use of the marketplace to broker guarantees of origin (brokerage contract)

B. General contract terms and conditions for the purchase of guarantees of origin (purchase contract)

Definition of term:

A “guarantee of origin” (GO) under these general terms and conditions is a unique, tradable and transferrable electronic document whose sole purpose is to provide the consumer with proof of the generation of certain components or energy volumes from renewable energy sources, fossil energy sources or high-efficiency combined heat and power and which meets the criteria of the European Energy Certification System (EECS criteria) and was issued by a member of the Association of Issuing Bodies (AIB).

A. General contract terms and conditions for the use of the marketplace to broker guarantees of origin (brokerage contract)

1. Scope of application

These general terms and conditions apply to the use of the marketplace provided by the marketplace operator for guarantees of origin (GOs) and for the brokerage of contracts by the marketplace operator for the purchase of GOs.

2. Services provided by the marketplace operator, commission entitlement

2.1. Under www.herkunftsnachweise.at/.net, the marketplace operator offers a marketplace on which natural persons, legal entities and partnerships can buy and sell GOs independent of the type of energy. This marketplace is directed solely to companies.

2.2. The marketplace operator will not offer any GOs directly and will act solely as a broker. Any purchase contract for GOs concluded as a result of brokerage activities by the marketplace operator is understood to be concluded exclusively between the marketplace users.

2.3. In the event a purchase contract is concluded over this marketplace, the marketplace operator will charge the parties to the purchase contract a commission equal to 3.5% of the net purchase price. The marketplace operator’s commission entitlement arises when the purchase contract becomes legally effective; the commission is due and payable immediately. If the user does not meet his/her payment obligations on time, the marketplace operator reserves the right to exclude the user from the further utilisation of marketplace services.

- 2.4. The entitlement to receive a commission from the user does not apply when and to the extent the contract is not fulfilled for reasons beyond the user's control or when the user has declared his/her justified withdrawal from the contract in accordance with point 4.6. (below) or when the contract does not materialise as the result of an error in the sense of §§ 871ff of the Austrian Civil Code ("Allgemeines bürgerliches Gesetzbuch"). The party who claims cancellation of the commission must present and prove the reasons for this claim to the marketplace operator.
- 2.5. It is hereby noted that a purchase contract can also be concluded with users which have a close economic relationship to the marketplace operator.

3. Registration and login

- 3.1. Access to the marketplace and the review of the submitted bid and ask quotations are possible free of charge and without registration. However, only registered market participants are admitted for trading in GOs.
- 3.2. The initial registration will generally be processed within 24 hours (on working days), whereby the marketplace operator is under no obligation whatsoever to verify the information provided by the user. After successful registration, the user will receive an email to confirm the activation of his/her account. This represents the conclusion of a contract between the marketplace operator and the user over the utilisation of the marketplace in accordance with these general terms and conditions for the use of the marketplace to broker GOs (brokerage contract).
- 3.3. There is no entitlement to the conclusion of a user contract.
- 3.4. Registration requires the input of the user's email address and selected password. The user is required to keep his/her password confidential and carefully safeguard access to his/her user account.

4. Submission of binding bid/ask quotations, conclusion of contracts, right of withdrawal

- 4.1. The user is entitled to submit binding offers to sell ("bid") and/or binding offers to buy ("ask") on the marketplace. Activated offers can be reviewed, activated, deactivated, processes or deleted at any time under "My bids/asks".
- 4.2. Submitted quotations can be accessed by registered users. After selection of the corresponding amount (in MWh) and clicking on the field "accept bid", the user will be shown the costs for the purchase of the selected GOs and the commission due to the marketplace operator (both excluding value added tax).
- 4.3. The offer becomes binding and accepted by clicking on the field "conclude contract".
- 4.4. In addition to these terms and conditions, the purchase contract is also subject exclusively to the general contract terms and conditions for the purchase of guarantees of origin (purchase contract) as defined in Section B. Application.
- 4.5. The contract text will be stored by the marketplace operator. Immediately after the purchase contract is concluded, the parties will receive a summary of the purchase contract with the data on their respective contract partner as defined in Appendix ./1 via email as well as an invoice from marketplace operators for the applicable commission.

4.6. The user waives the right to disclosure of his/her contract partner before the binding acceptance of an offer. However, every user is entitled to withdraw from the purchase contract within three working days after receipt of the summary of the purchase contract in the event there are justified concerns over the integrity of the previously unknown contract partner or over the possibility that the contract partner will not meet his/her contractual obligations. Any such withdrawal must be explained to the contract partner via email, and the marketplace operator must be informed immediately.

5. Exclusion of warranty and liability

5.1. The marketplace operator will accept no liability or warranty whatsoever that the registered users are correctly organised and have the necessary rights to conclude the purchase contract or that the purchase contracts concluded over the marketplace are properly fulfilled.

5.2. The marketplace operator will accept no liability or warranty whatsoever for the correctness, timeliness, completeness and availability of the information provided. The information contained and available on the list of offers, in particular concerning performance and prices, is based on data provided by the respective user. The users commit to verifying the correct presentation of their offers.

5.3. The marketplace operator will provide no information whatsoever on the suitability, availability or quality of the offered commodity and will accept no liability in this regard.

5.4. None of the information available over the platform represents a legally binding commitment, guarantee or other assurance by the marketplace operator. Above all, the use of the accessed information and services will not establish any legal right to claims against the marketplace operator.

5.5. The marketplace operator will accept no liability for the uninterrupted performance of services or for any impairment as a result of disruptions.

5.6. The marketplace operator reserves the right, at any time and without prior announcement, to amend or terminate, in full or in part, the offered services.

5.7. The marketplace operator will only be liable, with the exception of personal injury, in case of intent and gross negligence, whereby gross negligence must be proven by the injured party. The marketplace operator will accept no liability whatsoever for indirect damages or subsequent damages, in particular for business damage, lost profits or claims by third parties, unless caused by wilful misconduct of the marketplace operator.

5.8. Compensation claims will expire one year after the date on which the injured party obtains knowledge of the damage and the party responsible.

6. Changes in these terms and conditions

The marketplace operator reserves the right to amend these general terms and conditions. Any changes in these terms and conditions will be communicated to the user via email. If the user informs the marketplace operator via email within a period of two weeks after receipt of the change notice that he/she does not accept the change(s), the contract will end with the expiration of the defined term under the previously agreed conditions. If the user does not object within this two-week period,

the amended terms and conditions will take effect at the end of this period and the contract will continue under the amended terms and conditions. All contracts concluded up to the end of this period will be settled– also in the event of amendment(s) – under the previous terms and conditions. The customer will be expressly informed of the deadlines to be observed and the legal consequences of his/her actions in the change notice.

Notifications, severability clause, term, applicable law, place of jurisdiction

- 6.1. All communications and other written notifications in connection with this agreement must be made in German or English and be sent via per email.
- 6.2. This agreement is concluded for an unlimited period of time and can be terminated by either party via email without provided any reasons in keeping with a fourteen day notice period.
- 6.3. If any provisions of these general terms and conditions, or any part thereof, should be or become invalid, this will not affect the validity of these general terms and conditions as a whole.
- 6.4. This contract is subject solely to Austrian law under the exclusion of the reference norms of international private law and the UN sales convention (“United Nations Convention on the International Sale of Goods“).
- 6.5. The court in Vienna (inner city) responsible for this subject matter is agreed to have sole jurisdiction.

B. General contract terms and conditions for the purchase of guarantees of origin (GOs) (purchase contract)

1. Scope of application

- 1.1. These general terms and conditions apply to the purchase of guarantees of origin (GOs) in connection with business relationships between the users of the marketplace. The GOs are transferred from one owner to another within the framework of this contract, independent of the type of energy.
- 1.2. This contract is governed by Austrian and European regulations for guarantees of origin and, in particular, standard practices for trading with GOs in the market area.

2. Conclusion of contract

- 2.1. When the user submits a bid/ask quotation on the marketplace, he/she is understood to place a binding offer to buy or sell (hereafter referred to as the "offer") a (maximum) number of GOs. He/she thereby defines the volume as well as a fixed price in Euros per MWh as well as the period in which the offer can be unilaterally accepted. The user is entitled to edit or delete this offer at any time until it is accepted.
- 2.2. Offers become binding and accepted when the field "conclude contract" is clicked. In addition to the general terms and conditions for the use of the marketplace to broker guarantees of origin (GOs), the purchase contract is also subject exclusively to the general contract terms and conditions for the purchase of GOs (purchase contract).
- 2.3. The user waives the right to disclosure of his/her contract partner before the binding acceptance of an offer. However, every user is entitled to withdraw from the purchase contract within three working days after receipt of the summary of the purchase contract in the event there are justified concerns over the integrity of the previously unknown contract partner or over the possibility that the contract partner will not meet his/her contractual obligations. Any such withdrawal must be explained to the contract partner via email, and the marketplace operator must be informed immediately.

3. Prices and transaction costs

- 3.1. All prices are understood to be net amounts to which potential mandatory taxes and duties must be added. In addition to the total contract price, the buyer is responsible for any value added tax (VAT) which may accrue. The final total contract price equals the exact volume of energy generated and delivered multiplied by the purchase price.
- 3.2. The buyer and seller will each be responsible for their own costs and expenses incurred in connection with the respective transaction.

4. Transfer

- 4.1. The GOs will be transferred in electronic form from the seller's GO account via electronic transfer. The seller will transfer ownership of the volume of GOs defined by the contract to the buyer's account with the certification body at the latest on the transfer date.
- 4.2. If the seller is unable to deliver the agreed volume due to the interruption or cancellation of production in the indicated generation facility, the agreed volume will be reduced according to the reduction in annual generation at this facility caused by the interruption or cancellation of production. Except in case of force majeure as defined under point 6, the seller must compensate the buyer for the added costs incurred for a replacement purchase carried out in a reasonable business manner, regardless of the degree of fault in the respective case.
- 4.3. In place and to the extent of the reduction in the agreed volume, the seller is entitled to deliver the buyer one or more guarantees comparable to the unsettled GOs.

5. Invoice and payment

- 5.1. The seller will invoice the costs for the delivered GOs to the buyer following their transfer.
- 5.2. Invoices are due and payable at the latest within fourteen calendar days after invoicing, free and clear of any expenses and deductions and without any claim to the retention of title. Payment is to be made in Euros via bank transfer to the account indicated in the purchase contract.
- 5.3. Default interest equals 5% over the one-month EURIBOR rate per year which is applicable to the payment.

6. Force majeure

- 6.1. If contract partner is unable to meet his/her obligations under this contract as a result of force majeure, he/she will be relieved from liability for the non-fulfilment of these obligations for the duration of the related circumstances.

These obligations will be cancelled (not only suspended) for the scope and duration of the force majeure, provided the involved contract partner undertakes everything in his/her power to meet his/her obligations in full and on time.

- 6.2. Force majeure is understood to represent, above all, events which are unforeseen or which lie outside the sphere of influence of the contract partner, whose occurrence and effects on the contract performance cannot be prevented through reasonable efforts on the part of the involved contract partner.
- 6.3. The contract partner who claims the occurrence of force majeure must inform the other contract partner immediately of the related circumstances.
- 6.4. If a contract partner is prevented from fulfilling his/her contractual obligations for more than three months due to force majeure, the contract partners are entitled to cancel this agreement. In this case, both contract partners will be released from further performance obligations.

7. Warranty and liability

- 7.1. The seller guarantees that he/she is the owner of or has the power of disposal over the GOs.
- 7.2. Irrespective of points 4.2. and 8.2., the contract partners will only be liable, with the exception of personal injury, in case of intent and gross negligence. Liability for subsequent damages, lost profits direct or indirect damages and claims by third parties are excluded to the extent permitted by law.

8. Contract termination

- 8.1. This contract ends with the last transfer of the GOs defined by the contract and the fulfilment of all related obligations under this contract. Any amendment of this purchase contract must be made in writing.
- 8.2. Each contract partner is entitled to withdraw from the contract if the other contract partner fails to meet his/her obligations in full or in the agreed manner in spite of an appropriate extension period. In the event of delayed payment, the payment must be received no later than the fifth working day after notification of the buyer. In the event of justified withdrawal from the contract, the other party is required to compensate the withdrawing party for any additional costs incurred (for a replacement purchase/replacement sale carried out in reasonable business manner).
- 8.3. Each contract partner is entitled to cancel the contract when the assets of the other contract partners are confiscated or when the other contract partner becomes insolvent or is otherwise in a position which justifies an application for insolvency proceedings.

9. Confidentiality, notifications, severability clause, applicable law, place of jurisdiction

- 9.1. The parties agree to treat the content of this purchase contract as confidential. This does not apply to information which must be disclosed to the certification body or to another third party in connection with the execution of this agreement.
- 9.2. All communications and other written notifications in connection with this agreement must be made in German or English and be sent via email.
- 9.3. If any provisions of these general terms and conditions, or any part thereof, should be or become invalid, this will not affect the validity of these general terms and conditions as a whole.
- 9.4. This contract is subject solely to Austrian law under the exclusion of the reference norms of international private law and the UN sales convention ("United Nations Convention on the International Sale of Goods").
- 9.5. The court in Vienna (inner city) responsible for this subject matter is agreed to have sole jurisdiction.

Sample
Summary of purchase contract

1. Contract date:

2. Contract number:

3. Seller:

Name/Company:
Address:
Contact:
Telephone:
Email:
Invoice address:
Bank details:
VAT ID number:
GO account:

4. Buyer:

Name/Company:
Address:
Contact:
Telephone:
Email:
Invoice address:
Bank details:
VAT ID number:
GO account:

5. Guarantee of origin:

Technology:
Origin:
Transfer:
Period of production (year):
Period of production (quarter):
Agreed volume (in MWh):
Agreed price (Euro/MWh):

6. Total contract price:

The final total contract price equals the exact volume of energy generated and delivered multiplied by the purchase price.

All prices are understood to be net amounts to which potential mandatory taxes and duties must be added. In addition to the total contract price, the buyer is responsible for any value added tax (VAT) which may accrue.

The buyer and seller will each be responsible for their own costs and expenses incurred in connection with the respective transaction

7. Transfer of ownership:

The date on which the transfer must be completed: For GOs from a production period prior to the conclusion of the purchase contract, the transfer must take place within two weeks; for GOs from a production period after the conclusion of the purchase contract, the transfer must take place within two months after the end of the production period.

8. Invoice:

The seller will invoice the costs for the delivered GOs to the buyer following their transfer.

9. Payment date:

Invoices are due and payable due no later than fourteen calendar days after invoicing, free and clear of any expenses and deductions. Payment is to be made in Euros via bank transfer.

The purchase contract is subject to the attached General Contract Terms and Conditions for the Purchase of Guarantees of Origin (purchase contract) as defined in Section B of the General Terms and Conditions of Transparent Marktplatz Handels GmbH, which are published under www.herkunftsnachweise.at and www.herkunftsnachweise.net.