

## VIGO GENERAL TERMS AND CONDITIONS

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### 1. CONSTRUCTION AND INTERPRETATION

- 1.1 The terms and conditions set out within this document (the “**General Terms and Conditions**”) form part of the Purchase Terms under which a ViGo entity may sell quantities of LNG to third-party purchasers.
- 1.2 These General Terms and Conditions and the Agreement together form the Purchase Terms governing the relationship between the Buyer and the Seller in relation to the sale and purchase of LNG. **These General Terms and Conditions should only be read alongside, and interpreted and construed in accordance with, the Agreement.**
- 1.3 Any terms used and not defined in these General Terms and Conditions shall have the meaning given to them in the Agreement. These General Terms and Conditions shall be construed and interpreted in a way that gives effect to terms of the Agreement, however in the event of any conflict between the provisions of the Agreement and these General Terms and Conditions, the terms of the Agreement shall prevail.
- 1.4 In these General Terms and Conditions, unless the context otherwise requires:
  - (a) words in the singular shall include the plural and vice versa, a reference to any gender includes a reference to all other genders, and a reference to a person includes any corporation or an incorporated body of persons;
  - (b) reference to a “Clause” or “Annex” is to that clause or annex of these General Terms and Conditions;
  - (c) reference to any law is a reference to it as it may have been, or may from time to time be, modified or re-enacted (and shall include any subordinate legislation or requirement made under it);
  - (d) the words “include”, “including” and “includes” are to be construed as if they were immediately followed by the words “without limitation”;
  - (e) any reference to “these General Terms and Conditions”, “the Agreement”, “the Purchase Terms” or to any other agreement or document is a reference to it as amended, supplemented, novated or superseded from time to time, and includes a reference to any document which amends, is supplemental to, novates, or is entered into made or given pursuant to or in accordance with any terms of it; and
  - (f) references to “days” and “months” are to calendar days and months.
- 1.5 In these General Terms and Conditions, headings are for convenience only and shall not affect its interpretation.
- 1.6 In case of contradictions between the version of these General Terms and Conditions published in an official language of the jurisdiction of the Seller’s incorporation and the English version of these General Terms and Conditions, the version published in the relevant official language of the jurisdiction of the Seller’s incorporation shall prevail. The English version shall be used for informational purposes only.

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## 2. SUBJECT MATTER, LNG SPECIFICATION AND LNG QUANTITY

- 2.1 The Parties agree to co-operate and perform their respective obligations as set forth in the Purchase Terms. Each of the Parties shall, and shall procure that its employees shall, carefully and professionally carry out their obligations under the Purchase Terms, including (without limitation) any such obligation to provide any information reasonably requested by the other Party.
- 2.2 The Buyer shall have no obligation to purchase LNG from the Seller (and the Seller shall have no obligation to supply LNG) under the Purchase Terms.
- 2.3 During the Term, any LNG purchased by the Buyer shall be sold and delivered shall be sold and delivered for sale by the Buyer at the Delivery Point, and the Buyer shall take and pay for such LNG at the Delivery Point.
- 2.4 All Delivered LNG shall correspond in full to the European standard: (DIN)-EN 16723-2 (the "**LNG Specification**").
- 2.5 The physical specification requirements in respect of the LNG will be verified by the Seller using well maintained equipment.

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## 3. LNG DELIVERY AND USE OF LNG FILLING STATIONS

- 3.1 The Buyer may buy from the Seller, and the Seller may sell to the Buyer, volumes of LNG from any LNG Filling Station at any time during the Term.
- 3.2 Volumes of LNG shall be delivered by the Seller to the Buyer hereunder at the pump connected to the applicable LNG Filling Station (the "**Delivery Point**"), such volumes of delivered LNG constituting "**Delivered LNG**".
- 3.3 Title to, and risk of loss of, all quantities of the Delivered LNG shall pass from the Seller to the Buyer as the applicable LNG passes the Delivery Point.
- 3.4 The quantity and quality of the Delivered LNG will be measured by the Seller at the applicable LNG Filling Station (where the Seller shall provide to the Buyer, upon its request, documentation in a sufficient/reasonable level of detail setting out such information using certified and calibrated measurement devices), which shall be operated by the Seller, and the LNG Price payable by the Buyer to the Seller in respect of such Delivered LNG shall be payable by the Buyer to the Seller on the basis of such measurements.
- 3.5 All costs in relation to the Delivered LNG up to the transfer at the Delivery Point shall be for the account of, and be borne by, the Seller. Subject to any other provisions of this Agreement, all costs in relation to the Delivered LNG as from transfer at the Delivery Point shall be for the account of, and be borne by, the Buyer.
- 3.6 The Seller shall be entitled to suspend the supply at the LNG Filling Stations at any time without giving reasons or notice to the Buyer.
- 3.7 **Truck Requirements**
- (a) The Buyer shall pre-register with the Seller each vehicle for which it intends to pick up volumes of LNG hereunder (each, a "**Buyer Vehicle**"), and shall provide the Seller with all such information reasonably required by it to complete such registration. The Buyer acknowledges that it shall only be permitted to make load

any quantity of LNG hereunder at the applicable LNG Filling Station(s) into one or more pre-registered Buyer Vehicle.

- (b) Once registered, each Buyer Vehicle shall be issued with a Seller fuel card or fuel chip.
- (c) In the event that the fuel card or fuel chip issued by the Seller to the Buyer under sub-Clause (b) above is damaged, lost or stolen, the Buyer undertakes to notify the Seller as soon as reasonably practicable. The Buyer shall be liable for the fuel card or fuel chip and its use until it has reported the loss or theft to Seller. The fuel card or fuel chip remains the property of the Seller.
- (d) The Buyer is responsible for the operational safety of each Buyer Vehicle for which it intends to pick up volumes of LNG hereunder. The Buyer shall only load any quantity of LNG hereunder into any Buyer Vehicle at the applicable LNG Filling Station(s) if, in respect of each such Buyer Vehicle:
  - (i) a valid road license is in place;
  - (ii) adequate insurance cover is in place with a reputable insurer and in accordance with all applicable laws and standard industry practice;
  - (iii) current and valid safety and testing certificates are in place;
  - (iv) there are no leaks in the tank, the pipes or the entire gas system;
  - (v) the Buyer Vehicle is in a roadworthy and generally satisfactory condition; and
  - (vi) the tank connection for the filler cap is not damaged.

### **3.8 Truck Driver Requirements**

- (a) In order to use the LNG Filling Stations, it is furthermore required that the driver/user of the LNG Filling Stations complete such training and comply with such site conditions as Seller may reasonably specify from time to time.
- (b) There are several possibilities for the training of a driver/user of the LNG Filling Stations:
  - (i) Seller will offer free training;
  - (ii) Seller will provide a training tool on its website which will issue a certificate; and/or
  - (iii) the Buyer will train the driver/user.
- (c) For the duration of the Term, the Buyer undertakes to ensure that only drivers/users who have been trained in accordance with this Clause 3.4 shall be used to pick up and transport LNG hereunder.
- (d) The Buyer shall at all times remain wholly responsible, and be liable, for the actions or omissions of each of its drivers/users. The Buyer shall ensure that each such driver/user shall act in accordance with all applicable legal requirements and best industry practice whilst on the site of any LNG Filling Station, and shall have due regard to safety while they are performing work and services in connection with the performance of its obligations under the Purchase Terms.

- (e) The Seller reserves the right to refuse access to any of its LNG Filling Station(s) to any driver and/or Buyer Vehicle which the Seller has reasonable grounds to consider is in breach of any of the requirements of these Purchase Terms.
- (f) To the extent permitted by law, the Seller shall not be responsible in any respect whatsoever for any loss, damage or injury from the hazards inherent in the nature of the LNG delivered under these Purchase Terms.
- (g) The Seller's safety instructions and standards as set out in Annex 2 (*Seller Safety Instructions and Standards*) to these General Terms and Conditions are the basis for the safe use of the tank facilities and form part of the Purchase Terms. The Buyer shall at all times ensure compliance in full with such instructions and standards.

### 3.9 LNG Filling Station Access Times

- (a) The Buyer is hereby informed and acknowledges that there may be waiting times at any one or more filling station(s) due to preceding refueling operations, maintenance and repair works or during the refueling process of the filling station itself. The Seller shall have no liability for any loss, costs or expenses associated with wait times at its filling stations.
- (b) For the avoidance of doubt, the Parties hereby acknowledge that, at any time or date for the duration of the Term, the Seller shall be under no obligation to:
  - (i) make any one or more LNG Filling Station(s) available to the Buyer for filling purposes hereunder; and
  - (ii) make any volume of LNG available to the Buyer for filling purposes hereunder,

and the Seller shall have no liability towards the Buyer in circumstances where the Buyer is unable to take any volumes of LNG for any one or more LNG Filling Station(s).

- (c) Upon the termination of the Agreement as set out therein, all fuel card(s) and/or fuel chip(s) issued by the Seller to the Buyer hereunder shall be immediately cancelled and the Buyer shall have no further ability to purchase any volumes of LNG from any LNG Filling Station(s) thereafter.

### 3.10 Operation of the LNG Filling Stations

- (a) The Buyer hereby undertakes to use and operate each LNG Filling Station in accordance with best industry practice and all applicable legislation.
- (b) The Buyer acknowledges that it will be charged with a lump sum of GBP 500 for any use of the emergency stop switch at a filling station in a non-emergency scenario.
- (c) The Buyer shall be liable for losses suffered by the Seller due to the incorrect operation by the Buyer of the fuel system by the driver, misuse or negligence (for instance due to the improper handling of the nozzle, collision damages, etc.).

3.11 The Buyer shall immediately report any technical faults at a filling station to the Seller.

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#### 4. **INVOICING AND PAYMENT**

- 4.1 Each invoice shall include, without limitation:
- (a) the total quantity of Delivered LNG loaded by the Buyer over the applicable invoiced period;
  - (b) the LNG price payable for such quantity of Delivered LNG; and
  - (c) the total amount due by the Buyer to the Seller under such invoice.
- 4.2 Where the Buyer purchases volumes of LNG from any one or more LSEs pursuant to Clause 5 below, the Seller shall issue a separate invoice to the Buyer in accordance with this Clause 4 in respect of each such LSE.
- (a) Payment shall be made to the account of the Seller registered in the invoice. Payment shall quote the Seller's invoice number and the Buyer's name.
  - (b) Payment by bank transfer or any other payment instruments shall be deemed to have been made on the date on which the Seller's bank account is credited with the amount representing the invoiced amount.
  - (c) Alternatively, payment may be effected via SEPA corporate direct debit mandate provided that the Buyer has provided a completed and duly signed SEPA mandate in good time prior to the first SEPA corporate direct debit transfer.
  - (d) All bank charges incurred at the Seller's bank shall be for the Seller's account, and all bank charges incurred at the Buyer's bank shall be for the Buyer's account.
  - (e) All invoices and payments shall be made in the currency stated in the invoice.
- 4.3 Where the Seller does not receive a payment of the amounts due by the relevant due date, the Seller may:
- (a) charge default interest on any amount then due at the Default Rate until the date on which such sums due are finally paid;
  - (b) suspend all supplies of LNG to the Buyer until such amount (plus any applicable interest) is paid in full; and/or
  - (c) recover from the Buyer all costs incurred or suffered by Seller in pursuing the Buyer's non-payment.
- 4.4 The Buyer may not deduct or otherwise withhold or set-off any amounts due under any such invoice for LNG supplied by the Seller, except that the Buyer may deduct amounts in accordance with any credit note issued to the Buyer by Seller.

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#### 5. **CROSS-JURISDICTIONAL SALES**

- 5.1 The Buyer shall have the right to procure LNG from other entities within the Seller's corporate group, as enumerated in Annex 1 to these General Terms and Conditions ("**Local Selling Entities**" or "**LSEs**"). The Seller reserves the right to amend the list of such entities by either addition or removal, provided that such amendments are communicated to the Buyer with a notice period of no less than one (1) month.
- 5.2 If the Buyer elects to purchase LNG from an LSE, such purchase shall be governed by the terms, conditions, rights, and obligations as delineated in the Purchase Terms. In such

cases, the term "Seller" as used within these General Terms and Conditions and the Agreement shall refer to the respective LSE, and the term "Party" shall be construed to refer to the respective LSE. The governing law applicable shall be that of the jurisdiction where the respective LSE's registered office is situated. Additionally, the courts located within the jurisdiction of the respective LSE's registered office shall have exclusive jurisdiction over any disputes arising therefrom.

- 5.3 For the avoidance of doubt, it is expressly stipulated that the Seller shall bear no rights, responsibilities, or liabilities in connection with the Buyer's procurement of LNG from the respective LSE. Any and all liabilities and obligations shall be confined exclusively to the Buyer and the respective LSE.

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## 6. TERMINATION

- 6.1 Without prejudice to any termination event set out in the Agreement, the Seller may terminate the Agreement by giving written notice if the Buyer fails to make any payment within ten (10) Business Days of it becoming due, provided such failure is not remedied within ten (10) Business Days of a written demand.
- 6.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement by giving written notice to the other Party if any of the following events occurs in respect of the other Party:
- (a) commits a material breach of any of the Purchase Terms and, if such a breach is remediable, fails to remedy that breach within ten (10) Business Days of being notified in writing and requiring immediate resolution;
  - (b) to the extent permitted under Applicable Laws: (i) becomes insolvent or admits its inability to pay its debts as they become due; (ii) is subject to any proceeding under bankruptcy or insolvency law (except for bona fide reconstruction or amalgamation with consent, not unreasonably withheld); (iii) is dissolved or liquidated; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver or similar agent appointed by court order;
  - (c) upon occurrence of the circumstances described under Clauses 6.3 or 6.5 below; or
  - (d) material breach of any of the warranties and/or representations at Clause 12 below and such material breach is not remedied within five (5) Business Days after written notification from the other Party.
- 6.3 If an event given rise to a right of termination as set out in Clauses 8.2 and 8.3 has occurred with respect to a Party, the other Party (the "Terminating Party") may terminate the Agreement ("**Early Termination**") by giving the other Party notice. A notice of Early Termination shall specify the relevant Event of Default for the Early Termination and shall designate a day as an early termination date. The right to designate an early termination date under this Clause 8.4 is in addition to any other remedies available under the Agreement or at law.
- 6.4 On termination for any reason or lapse of the Agreement, and subject as otherwise provided in the Purchase Terms to any rights or obligations that have accrued before termination, neither Party shall have any further obligation to the other under the Purchase Terms, provided, however, that any of the provisions of the Purchase Terms that are expressed to take effect in whole or in part on or after termination, or are capable of having

effect or because of their nature shall continue, after termination, shall remain in full force and effect despite termination.

- 6.5 Notwithstanding Clause 8.5 above, and without prejudice to either Party's right to claim damages or to recover losses hereunder, all further payments and performance obligations arising under the Purchase Terms shall be released (and not merely suspended) with effect from the early termination date, excluding any payments and performance obligations that relate to accrued payments or performance before the early termination date, save for any contractual claim for damages that either Party may have under the Purchase Terms.

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## 7. **LIMITATION OF LIABILITY**

- 7.1 Nothing in the Purchase Terms shall limit a Party's liability for death or personal injury caused by negligence, for wilful misconduct, for fraudulent misrepresentation, or for any other liability that cannot lawfully be limited.
- 7.2 Nothing in the Purchase Terms shall limit the Buyer's liability to pay amounts included in an invoice issued in accordance with Clause 4 of these General Terms and Conditions.
- 7.3 The Parties shall be liable towards each other only for direct damages arising out of the breach of the Purchase Terms. Save as expressly provided for in the Purchase Terms, neither Party shall be liable for indirect or consequential loss or damage (including but not limited to loss of income, hedging losses, profits, production, or revenue and any business interruption).
- 7.4 Subject to Clause 7.1, the Seller shall not be liable to the Buyer in relation to the Purchase Terms (whether in contract, negligence, or otherwise) for:
- (a) loss or corruption of data, damage to stock or inventory, or loss of profit, income, anticipated savings, use, contract, production, or business (whether direct or indirect);
  - (b) any loss or damage which is not reasonably foreseeable at the date of this Agreement as likely to occur as a result of breach; or
  - (c) any liability to third parties in respect of the matters referred to in (a) or (b) above.
- 7.5 Subject to Clause 7.1, no claims may be brought under or in connection with the Purchase Terms unless brought within twelve (12) months of the event or circumstance giving rise to such claim.
- 7.6 For the avoidance of doubt, and subject to applicable law, each Party agrees that it has a duty to mitigate its damages and covenants that it will use commercially reasonable efforts to minimise any damages it may incur under or in connection with the Purchase Terms.
- 7.7 Each Party hereby acknowledges and agrees that the provisions of this Clause 7 are fair and reasonable. This Clause 7 shall continue to bind each of the Parties after the termination of the Agreement.

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## 8. **CREDIT SUPPORT**

- 8.1 Notwithstanding any other provision in the Purchase Terms, in the event that the Seller determines in its sole and unfettered discretion: (a) that the financial condition of the Buyer or the Buyer's guarantor (if any) has become impaired or unsatisfactory; (b) that it is

necessary to obtain adequate assurances of Buyer's financial condition; (c) any payment security, whether already provided by or to be provided by the Buyer pursuant to the other terms of this Agreement, becomes unacceptable to the Seller in form or amount; and/or (d) the Buyer exceeds the Seller's internal credit limits, then the Seller may, upon notice to the Buyer, require the Buyer to provide the Seller with satisfactory security for the Buyer's performance in a form and substance reasonably acceptable to Seller ("**Satisfactory Security**").

- 8.2 Such Satisfactory Security may include but not be limited to, at the Seller's option: (i) cash prepayment; (ii) an irrevocable standby letter of credit issued in a form and by a first-class international bank acceptable to the Seller; or (iii) delivery to the Seller of a guarantee from Buyer's parent company or any other entity at the Seller's discretion. The Buyer shall provide the Seller with Satisfactory Security by the deadline set by the Seller in its notice.
- 8.3 Notwithstanding anything to the contrary in the Purchase Terms or any other agreement and without prejudice to any other legal remedies available to the Seller, if the Buyer fails to provide Satisfactory Security to the Seller in accordance with the above, the Seller may suspend its performance under or terminate: (i) the Agreement; and/or (ii) any other agreements between the Parties.

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## 9. **CONFIDENTIALITY AND DATA**

- 9.1 Each Party shall treat the other Party's Confidential Information as confidential and shall not use it for any purpose other than in connection with the Purchase Terms. Consent shall not be required for disclosure to:
- (a) the extent required or permitted in accordance with any applicable law;
  - (b) its officers, employees, advisers, and agents (or those of its affiliates) to the extent they reasonably require the information in connection with the performance of their duties, provided such persons are required by that Party to treat the Confidential Information as confidential, and that Party shall be liable for any unauthorised disclosure or use by such persons;
  - (c) any insurer, bank, other financial institution, or rating agency to the extent required in relation to the financing of a Party's business activities, provided that such entities are required by that Party to treat the Confidential Information as confidential, and that Party shall be liable for any unauthorised disclosure or use by such persons;
  - (d) assess the Buyer's credit reference, or to detect, investigate, or prevent theft, or to enable debt recovery; or
  - (e) the extent that the Confidential Information is in or lawfully comes into the public domain other than by breach of this Clause 9.
- 9.2 The Seller, its agents, and contractors may use data obtained under the Purchase Terms for product development and/or data analysis, provided that such data is first anonymised to ensure compliance with GDPR.
- 9.3 The Seller will only process the Buyer's personal data for purposes associated with the Purchase Terms or applicable law, and as described in Clauses 9.1 and 9.2, ensuring compliance with GDPR principles.
- 9.4 The Buyer confirms its consent to the Seller undertaking a business credit check of the Buyer. If the Buyer has provided details of the Buyer's partners, directors, or owners, the

Buyer confirms that it has obtained their consent for a personal credit check too, in compliance with GDPR.

- 9.5 This Clause 9 shall continue to bind each of the Parties for three (3) years after the termination of the Agreement.

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## 10. COMMUNICATIONS

- 10.1 The Buyer can contact Seller at its registered address (or any replacement addresses that Seller notifies to the Buyer).
- 10.2 The Seller can contact the Buyer at its registered address, the address recorded in the Agreement or any alternative address notified by the Buyer from time to time.
- 10.3 Any communication to be given between the Parties in relation to the Purchase Terms shall be in writing, and shall be deemed duly served if delivered personally, by prepaid registered post, or by email to the addressee referred to above. Subject to Clause 10.4, any such communication shall be deemed to have been received:
- (a) in the case of delivery by hand, on delivery;
  - (b) in the case of prepaid registered post, on the second Business Day following the date of posting; and
  - (c) in the case of email, on delivery to the recipient's server and provided no error message is received by the sender.
- 10.4 Any notice deemed to be received on a day that is not a Business Day, or after 17.00 hours on a Business Day, shall be deemed to have been received at 09.00 hours on the next following Business Day.

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## 11. CHANGE IN LAW

- 11.1 In case of the occurrence of a Change in Law Event, the Party affected by such Change in Law Event (the "**Affected Party**") shall, as soon as reasonably practicable of becoming aware of such Change in Law Event, give notice to the other Party of the occurrence of the Change in Law Event together with all applicable documentary evidence of such Change in Law Event having taken place or to take place (as the case may be), it being understood that in the event that both Parties are Affected Parties, either Party may send such notification in accordance with this Clause 11.1.
- 11.2 As soon as practicable after receipt of any notice from the (applicable) Affected Party under Clause 11.1 above, the Parties shall without undue delay discuss and agree any necessary amendments to the Purchase Terms required as a result of the Change in Law Event necessary to:
- (a) adapt it to the Change in Law Event with the aim of restoring the contractual balance and preserving the economic benefit for each of the Parties under the Purchase Terms as of the Commencement Date; and
  - (b) to the extent possible, to allow the Parties to continue to perform their obligations under the Purchase Terms in accordance with the Applicable Law (documenting such agreement as and when appropriate including where necessary by amendment to the Agreement), it being understood for the avoidance of doubt that:

- (i) such discussions shall include discussions concerning any ways in which the Parties can reasonably mitigate and/or overcome the effect of the Change in Law Event;
  - (ii) the result of applying this process should not generate any windfall profits for either Party; and
  - (iii) during the negotiations, the Purchase Terms shall remain in force in the same terms, and the Parties shall continue to comply fully with their respective obligations hereunder.
- 11.3 Within sixty (60) calendar days of a notice being served in accordance with Clause 11.1 above (or such longer or shorter period as mutually agreed between the Parties, acting reasonably and in good faith), the Parties shall negotiate in good faith and amend the Agreement to give effect to the agreed amendments to the Purchase Terms made pursuant to Clause 11.2 above. Without prejudice to the Parties' undertaking to amend the Agreement, any amendments shall apply from the date on which the relevant Change in Law Event occurs or enters into full force and effect.
- 11.4 In the event that the Parties are unable to agree the amendments referred to in Clause 11.2 above within the time period referred to in Clause 11.3 above, the Affected Party may elect to terminate this Agreement pursuant to Clause 6 above.

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## 12. WARRANTIES AND REPRESENTATIONS

- 12.1 The Seller warrants to the Buyer that it has good title to all Delivered LNG at the Delivery Point pursuant to the Purchase Terms, and that all such LNG will be free from any liens, charges, encumbrances, and adverse claims of any kind. The Seller shall compensate the Buyer against any such adverse claims in respect of any Delivered LNG, subject to any limitations set out in the Purchase Terms.
- 12.2 Each Party warrants to the other that it has obtained, or will procure, and will use all reasonable endeavours to maintain at all times during the Term, all licenses, authorisations, permits, consents, and other approvals (or exemptions) necessary to enable it to fulfil its obligations under the Purchase Terms.
- 12.3 Without prejudice to any situation where the Purchase Terms impose or imply a specific standard of performance in relation to any obligation in the Purchase Terms which is expressed to be a firm and absolute obligation, each Party shall act as a Reasonable and Prudent Operator in carrying out its obligations and exercising its rights under the Purchase Terms.
- 12.4 Each Party represents and warrants to the other on a continuing basis throughout the Term that:
- (a) it is a company duly organised, validly existing, and in good standing under the laws of the jurisdiction stated in the Agreement, and has all requisite power and authority to own and operate its business and properties and to carry on its business as currently conducted. It is duly qualified to do business in any jurisdiction where its performance under the Agreement makes such qualification necessary;
  - (b) it has full power and authority to execute and deliver the Agreement, and to perform its obligations the Purchase Terms accordingly, and the execution, delivery and performance of the Agreement by it have been duly authorised by all necessary

action on its part. The Agreement has been duly executed and delivered by it and is such Party's legal, valid and binding obligation enforceable in accordance with its terms;

- (c) the execution, delivery, and performance of the Agreement and the Purchase Terms more generally, and the consummation of the transactions contemplated by the Purchase Terms, do not and will not contravene its certificate of incorporation, memorandum, or articles of association, nor conflict with or result in a breach of or default under any indenture, mortgage, lease, agreement, instrument, judgment, decree, order, or ruling to which it is a party or by which it or any of its properties is bound or affected;
- (d) all governmental or other authorisations, approvals, orders or consents required in connection with the execution, delivery and performance of the Agreement and the Purchase Terms more generally by it have been obtained or will be obtained in due course.

12.5 Each Party represents, warrants and undertakes to the other Party that:

- (a) in carrying out its responsibilities under the Purchase Terms, neither it nor any of its officers, employees, directors or agents shall, directly or indirectly offer, promise, pay or give, or authorise any offer, promise, payment or gift of money or anything else of value to any person, either as an improper inducement to make, or as an improper reward for making, any decision favourable to the interests of the Buyer or Seller;
- (b) information in relation to the matters referred to in sub-Clause (a) above provided to a Party following any request from the other Party is (or will be, at the time it is given) complete, accurate and not misleading; and
- (c) and notwithstanding any other provision of the Purchase Terms, if a Party becomes aware of what it determines in good faith to be a breach of the above representations and warranties, or the other Party or any of its officers, employees, directors or agents employed by or acting on behalf of that Party shall have committed an offence under the applicable bribery laws, the Party is entitled to terminate the Agreement, and any other agreement between the Parties, with immediate effect.

12.6 The Parties each agree and undertake to the other Party that in connection with the Purchase Terms, they will each respectively comply with and act in a manner consistent with all applicable laws, rules, regulations, decrees and/or official government orders of the government where the Party is located and/or conducts any of the activities envisaged by the Purchase Terms, including without limitation in relation to anti-bribery and/or anti-money laundering, international boycotts, trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism or similar laws. If a Party is in breach of any of its obligations under this Clause 14.6, the non-breaching Party may terminate the Agreement upon written notice (supported by reasonable evidence) to the other Party without prejudice to the non-breaching Party's rights under the Purchase Terms or generally.

12.7 Each Party represents, warrants, and undertakes to comply with all applicable laws, regulations, decrees, ordinances, permits, orders, and rules relating to health, safety, environment, human rights, labour rights, and community.

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### 13. DEFINITIONS & INTERPRETATION

13.1 In the Purchase Terms, unless otherwise defined in the Agreement (as per accordance with clause 1.3 of these General Terms and Conditions above), the following words shall have the following meanings:

**“Agreement”** means the LNG trucking sale and purchase agreement agreed and executed between the Seller and the Buyer, which incorporates by reference the General Terms and Conditions;

**“Applicable Law”** means, in relation to matters covered by these Purchase Terms, the laws of England and Wales, regulations (including mandatory technical standards and regulations) and any administrative measures applicable to the Purchase Terms, as interpreted by the applicable court(s);

**“Business Day”** means a day on which banks are open for general business in London (excluding Saturdays and Sundays);

**“Buyer”** has the meaning given to it in the Agreement;

**“Buyer Vehicle”** has the meaning given to it in Clause 3.7(a);

**“Change in Law Event”** means any change in the Applicable Law occurred after the Commencement Date which materially, directly and adversely affects:

- i. the performance of one or more of the Parties’ obligations hereunder; and/or
- ii. the economic outcome of the performance of either of the Parties’ obligations in relation to the subject matter of this Agreement,

provided in any case that the entering into force of any law or regulation which already exists on the date of the signing of this Agreement, but which, by its terms, enters into force or becomes applicable after the signing of the Agreement, as well as draft legislation that was made public before signing of the Agreement, shall not be deemed a change in Applicable Law;

**“Confidential Information”** means the content and existence of the Agreement and the commercial, financial, marketing, technical, business or other proprietary information of a Party (including know-how and trade secrets) in any form or medium whether disclosed to another Party orally or in writing before or after the date from which the Agreement is effective, together with any reproductions of such information in any form or medium or any part thereof;

**“Default Rate”** means:

- (a) where ViGo Bioenergy Limited is the Seller named in the Agreement, SONIA + 3%; and
- (b) where any of ViGo Marketing BE BV, ViGo Bioenergy GmbH, ViGo Marketing NL BV or Drive Systems NV are the Seller named in the Agreement, EURIBOR + 3%;

**“Delivered LNG”** has the meaning given to it in Clause 3.2;

**“Delivery Point”** has the meaning given to it in Clause 3.2;

**“General Terms and Conditions”** means these terms and conditions, which are to be published on the Seller’s website at <https://www.vigobioenergy.com/vigo-documents/> within the document titled Terms and conditions LNG trucking sale and purchase agreement UK2025.

**"GDPR"** means the UK General Data Protection Regulation, derived from the General Data Protection Regulation (EU) 2016/679 and incorporated into UK law on January 1, 2021, governing data protection and privacy in the United Kingdom;

**"LNG"** means liquified natural gas;

**"LNG Filling Station"** means any LNG Filling Station as owned and operated by the Seller in the United Kingdom (or, pursuant to the operation of Clause 5 hereof, any LNG Filling Stations owned by an LSE) for the purposes of selling and delivered volumes of LNG hereunder;

**"LNG Price"** has the meaning given to it in the Agreement;

**"LSE"** has the meaning given to it in Clause 5.1;

**"Purchase Terms"** means (i) the Agreement and (ii) the General Terms and Conditions read together and in accordance with each other to form the terms and conditions governing the sale and purchase of LNG between the Buyer and the Seller.

**"Reasonable and Prudent Operator"** means a person acting in good faith to perform its contractual obligations and who in so doing and in the general conduct of its undertaking exercises that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions;

**"Rebate"** has the meaning given to it in Annex 2 (*Rebate*) to the Agreement;

**"Term"** has the meaning given to it in the Agreement;

**"VAT and/or Other Indirect Taxes"** means value added tax or any other tax, energy tax, excise tax, duty or levy or other similar tax or governmental charge, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them) that it imposed by any governmental authority and which may apply to the supply of LNG from time to time.

## **ANNEX 1 – “Local Selling Entities” or “LSEs”**

**VIGO MARKETING NL BV**, incorporated and registered in The Netherlands, with company number 52313069 and whose registered office is at Euclideslaan 265, Utrecht, 3584BV, The Netherlands.

**VIGO MARKETING BE BV**, incorporated and registered in Belgium, with company number 0742.776.708 and whose registered office is at Schaliënhoevedreef 20 bus T, Mechelen, 2800, Belgium.

**VIGO BIOENERGY GMBH**, incorporated and registered in Germany, whose registered office is at Kurfürstendamm 136, D-10711 Berlin, Germany.

**VIGO BIOENERGY LIMITED**, incorporated and registered in England and Wales, with company number 14653913 and whose registered office is at 4th Floor Nova South, 160 Victoria Street, London SW1E 5LB.

**DRIVE SYSTEMS NV**, incorporated and registered in Belgium, with company number 0448.751.791 and whose registered office is at Schaliënhoevedreef 20 bus T, Mechelen, 2800, Belgium.

## ANNEX 2 - SELLER SAFETY INSTRUCTIONS AND STANDARDS

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### 1. Safety briefing

- 1.1 Entering and parking on company premises, behavior at VIGO LNG filling stations
- (a) The road traffic regulations (StVO) apply.
  - (b) Traffic signs must be observed and followed.
  - (c) Vehicles may only be operated by individuals holding a valid and appropriate driving license.
  - (d) The maximum speed limit is 10 km/h.
  - (e) Vehicles must be positioned so that the filler neck is adjacent to the dispenser column.
  - (f) Attention must be paid to all vehicles and pedestrians on the company premises.
  - (g) Entry is permitted solely for the purpose of refueling.
  - (h) Accesses, driveways, escape, and rescue routes must remain unobstructed at all times.
  - (i) Smoking and the consumption of alcohol are strictly prohibited on the company premises.
  - (j) After refuelling, vehicles must leave the premises immediately. Parking or overnight stays are not permitted.
- 1.2 For fire safety reasons, smoking, handling fire, open flames, and other sources of ignition are strictly prohibited at all VIGO LNG filling stations.
- 1.3 All prohibition signs must be observed and adhered to.



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### 2. Entering the LNG filling station

- 2.1 Entry into control rooms and all fenced-in areas not part of the dispensing area is prohibited.
- 2.2 Photography and filming on the company premises are only permitted with prior authorization from the operator.
- 2.3 Instructions from ViGo employees must be followed at all times.
- 2.4 Familiarise yourself with the location of rescue equipment, including first-aid kits, fire extinguishers, escape routes, and current rescue plans.
- 2.5 Appropriate protective equipment must be worn when entering the LNG filling station.
- 2.6 Personal protective equipment ("PPE") must be provided by the individual. Required PPE includes:

- (a) Safety goggles or protective visor
- (b) Protective gloves for cryogenic systems
- (c) High visibility waistcoats or jackets (mandatory)
- (d) Suitable work clothing (as a general rule)
- (e) Safety shoes (as a general rule)

2.7 Mandatory, prohibition, and information signs must be observed. In the absence of signs, health and safety regulations always apply.




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### 3. Behaviour in the event of an accident

#### 3.1 Key Actions in the Event of an Accident

- (a) Stay Calm - maintain composure to effectively manage the situation.
- (b) Secure the Accident Site - ensure the area is safe to prevent further incidents.
- (c) Immediate Notification - inform the contact person at the location immediately. If necessary, notify first aiders or emergency services. Use the emergency number available from any telephone.
- (d) Provide First Aid - administer first aid and do not leave injured individuals alone.
- (e) Assembly Point - proceed to the assembly point at the entrance gate as indicated on the site plan.
- (f) Follow Rescue Signs - adhere to all rescue signs to ensure safe evacuation and assistance.

#### 3.2 Rescue signs:




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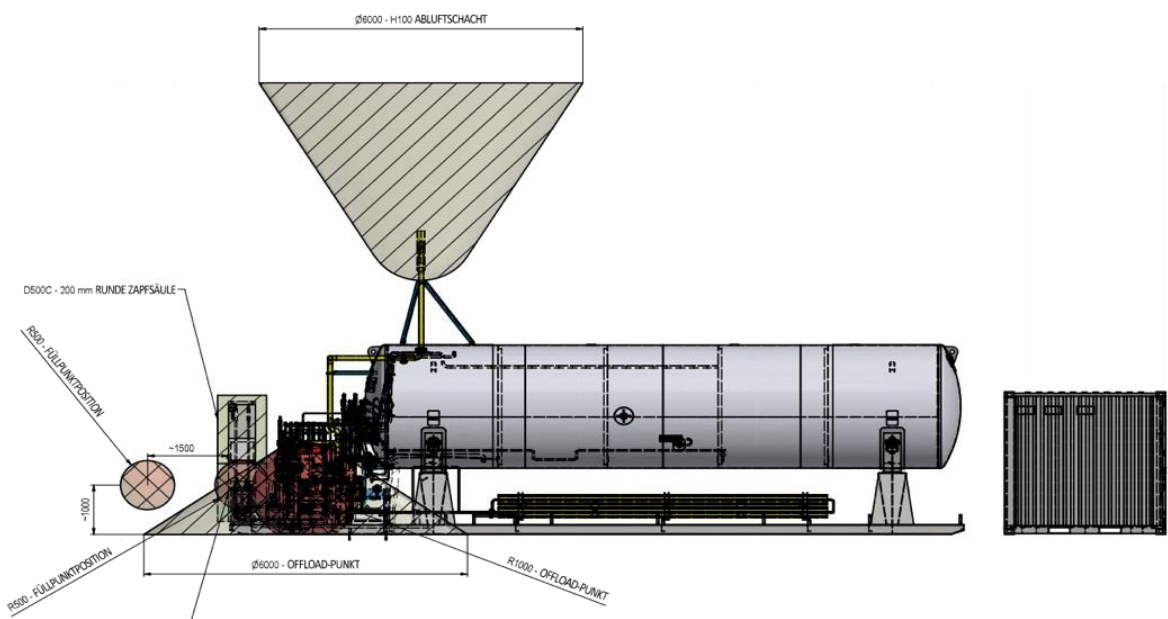
### 4. Potentially explosive atmospheres

#### 4.1 Specific regulations for working at VIGO LNG refuelling stations

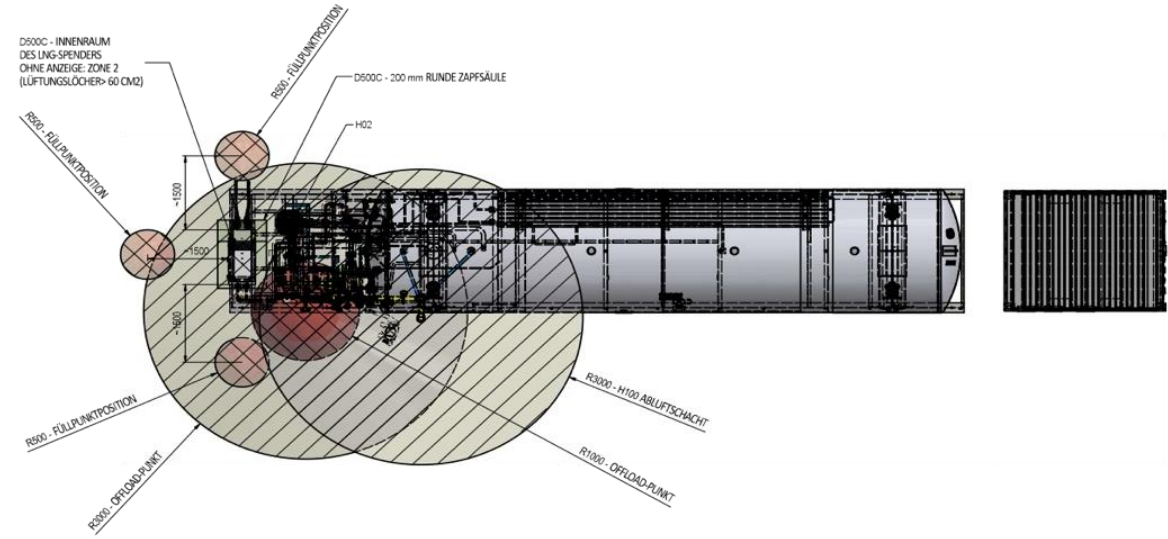
- (a) Avoid Ignition Sources - ignition sources must be avoided in potentially explosive atmospheres (hazardous areas).
- (b) Zone Classification - potentially explosive atmospheres are classified into zones based on the likelihood of a hazardous atmosphere occurring:
  - (i) Zone 0: An area where a potentially explosive atmosphere consisting of air and flammable gases, vapours, or mists is present continuously, for long periods, or frequently.
  - (ii) Zone 1: A place where an explosive atmosphere is likely to occur in normal operation due to a mixture with air of flammable substances in the form of gas, vapour, or mist.
  - (iii) Zone 2: An area where a potentially explosive atmosphere is not likely to occur in normal operation but, if it does, will persist for a short period only.

#### 4.2 Classification of potentially explosive atmospheres

- (a) Determination of Risk Areas - operators or authorized personnel, such as qualified explosion protection specialists or system modification planners, determine risk areas with the assistance of the "Explosion Protection" specialist group.
- (b) Definition of Zones and Measures - zones, temperature classes, explosion groups, and other necessary explosion protection measures are defined in a classification meeting.
- (c) Basis for Categorisation - this categorisation is based on regulations, codes of practice, and individual risk assessments.
- (d) Relevant Regulations and Codes
  - (i) Examples include: Technical rules for operational safety, e.g. TRBS
  - (ii) The result of the categorisation is recorded in the explosion protection document.



D500C - INNENRAUM  
DES LING-SPENDERS  
OHNE ANZEIGE: ZONE 2  
(LÜFTUNGSLÖCHER > 60 CM<sup>2</sup>)



D500C - INNENRAUM  
DES LING-SPENDERS  
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(LÜFTUNGSLÖCHER > 60 CM<sup>2</sup>)

1	2	3	4	5	6	7	8	9
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# LNG FUELLING PROCEDURE

BEFORE FUELLING MAKE SURE YOU TURN YOUR ENGINE OFF, ENGAGE THE BRAKES AND USE THE REQUIRED PERSONAL PROTECTIVE EQUIPMENT



Cryogenic Gloves



Face Shield



Closed Shoes



Long-sleeved Shirt



Long Trousers

**STOP**

**Warning**

In case of emergency, press the Emergency Shutdown button (ESD), evacuate the area, and (if safe to do so) notify staff via the intercom

**Caution**

Pressing the red ESD button shuts down the station. This button shall only be used in emergency situations

**Info**

If the display of the dispenser shows an error, disconnect all equipment and place back in the dispenser for 10 seconds to reset the system

## START



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## 5. **Avoiding ignition hazards**

- 5.1 Fire and smoking ban - fire, smoking, and open flames are strictly prohibited across the entire site. Exceptions require written authorization from the operator.
- 5.2 Protective measures for systems and equipment - protective measures must be implemented for equipment or systems that could become ignition sources in potentially explosive atmospheres. These measures must be determined based on:
- (a) Zoning at the Installation Site
  - (b) Critical Safety Parameters - consider the most critical safety-related parameters of the substance/air mixtures present.

In Zones 0, 1, and 2, the lowest ignition temperature for electrical equipment is replaced by temperature classes T1 to T6.

For example, T1 allows only substances with ignition temperatures above 450 °C.

These classes apply to mechanical equipment as well.

- 5.3 Maximum Surface Temperature –
- (a) In Zone 2, the equipment's maximum surface temperature must not reach the lowest ignition temperature of the substances present.
  - (b) In Zone 1, only 80% of the ignition temperature is generally permitted as a limit.
- 5.4 Reference Temperatures - the relevant ignition and glow temperatures are documented in the applicable explosion protection document.
- 5.5 Electrostatic Ignition Sources - attention must be paid to avoiding ignition sources caused by electrostatics.
- 5.6 Basis for Protective Measures - protective measures to avoid ignition sources are based on:
- (a) TRGS 727 "Static electricity" (formerly TRBS 2153),
  - (b) DIN EN 60079-14 (VDE 0165-1) "Potentially explosive atmospheres - Part 14: Design, selection and installation of electrical systems"
  - (c) Technical regulations BASF E-P-SF-500
- 5.7 Fire permit for work
- (a) Fire Permit Requirement - in potentially explosive atmospheres, any fire work or work with ignition hazards must be conducted with a fire permit.
  - (b) Special Regulations for Certain Work - certain tasks can be performed without a fire permit under specific conditions:
    - (i) Zone 1 Work: after disconnecting electrical equipment, its terminal compartment may be opened, and a non-explosion-proof voltage detector can be used briefly to confirm the absence of voltage, as electrical voltage presence is unlikely.

- (ii) Zone 2 Work: short-term tasks, such as voltage measurement with non-explosion-proof devices, opening Ex e equipment, and connecting or disconnecting, may be conducted.
- (c) Non-explosion-proof devices
  - (i) Use of Suitable Equipment: in potentially explosive atmospheres, only equipment suitable for the specified zone in the explosion protection document may be used. Suitability must be verified by a certificate from a notified body or a manufacturer's declaration. It is prohibited to carry or use equipment that could become a source of ignition, such as non-explosion-proof:
    - (A) Motor vehicles;
    - (B) Transport vehicles;
    - (C) Two-way radios, mobile phones;
    - (D) Torches;
    - (E) Small devices like calculators and hearing aids with separate battery housing.
  - (ii) Use is exceptionally permitted for:
    - (A) non-explosion-protected wristwatches or pocket watches and hearing aids with built-in button cells in Zones 1 and 2; and
    - (B) non-explosion-protected vehicles in Zone 2, provided they can be immediately immobilized or removed from the danger zone if an explosion hazard occurs.
- (d) Use of explosion-protected devices outside the authorisation limits:
  - (i) Authorised Use: explosion-protected devices must be used within their authorized scope (zone, temperature class, etc.).
  - (ii) Exceptions: exceptions are possible following a technical assessment as part of an ignition risk assessment. Operating conditions must be documented in the risk assessment.

## 5.8 Protective footwear

- (a) Mandatory Protective Footwear: all individuals entering potentially explosive atmospheres must wear protective footwear, regardless of the duration of their stay.
- (b) Electrostatically Dissipative Soles: all protective footwear must have electrostatically dissipative soles. Ensure earthing is not compromised by insulating underlays, non-dissipative inserts, or soiled floors.
- (c) Exceptions: The operator may authorise exceptions to the obligation to wearing helmets in individual cases, including:
  - (i) Zone 2: for short stays by visitors; and
  - (ii) Zone 1: if an explosive atmosphere is not expected to occur during the period of occupancy.

## 5.9 Labelling



### **Warning of explosive atmosphere**

Generally, there is no additional zone labelling, even if the areas are divided into different zones according to the explosion protection document.