



General Terms and Conditions of Sale and Delivery

I. Scope

1. These General Terms and Conditions of Sale (-General T&Cs-) apply to all our contracting partners and to all our business relations, even if no specific reference is made to them in each case. They are an integral part of all our quotations and contracts, including in current and future business relations. They apply only insofar as the contracting partner is a business within the meaning of Section 14 *BGB* [German Civil Code], a legal entity subject to public law or a special fund under public law. These General T&Cs apply exclusively. Different, conflicting or supplementary General Terms and Conditions of the contracting partner shall only become an integral part of the contract if their validity was expressly consented to in writing. This consent requirement shall apply in any case, for example even if we perform the delivery or service for the customer without reservation in the knowledge of the customer's General T&Cs. Individual written agreements made with the contracting partner in individual cases (including collateral agreements, modifications and amendments) shall in any case take precedence over these General T&Cs.

2. The General T&Cs set forth below shall be deemed to have been agreed at the latest upon receipt of the goods or service by the customer.

II. Quotations / Conclusion of contracts

1. Our quotations are subject to change and not binding. Orders shall be binding for us only if and insofar as they have been confirmed by us in writing or we have commenced performance. Agreements, especially verbal collateral agreements and assurances of our employees, shall become binding only upon confirmation in text form.

2. Contract amendments, modifications, collateral agreements and individual agreements shall require written confirmation, unless otherwise determined in these Terms and Conditions.

III. Prices / Payment terms, set-off

1. Unless otherwise expressly agreed, our prices do not include statutory value added tax and do not include the costs of transport, import duty etc.

2. Unless a "fixed price" has been expressly agreed, we reserve the right to increase the agreed prices for a delivery or provision of the goods at a later date than after conclusion of the contract or after commitment of a specific price if the increase corresponds at most to an increase in the cost price that has meanwhile occurred (e.g. increase in procurement costs, cost of materials, wages, increase in the cost of production, sales and transport of the goods, increase or re-establishment of public charges such as import duties, taxes, road tolls).

3. If an increase in our procurement costs of more than 50% occurs prior to the point in time designated in paragraph 2 due to a change in the market not foreseen by the parties when the contract was concluded, we can, unless a "fixed price" has been expressly agreed, require an adjustment of the agreed price in such a way that the increase in cost shall be borne by the parties

proportionately in equal shares. Further rights, to which we are entitled, shall remain unaffected by this.

4. If it becomes apparent after conclusion of the contract that our claim to payment of the purchase price is jeopardised by the customer's inability to pay (e.g. a petition for institution of insolvency proceedings has been filed against the customer), we shall be entitled, according to statutory provisions, to refuse performance, in particular to make (further) services concurrently dependent on full or partial payment. In the event that the customer fails to comply with this requirement within a reasonable period set for the customer, we shall be entitled to rescind the contract.

5. The right to make the delivery dependent on the provision of a payment on account or an advance payment shall otherwise remain expressly reserved.

6. The customer shall be entitled to set-off only if the customer's counterclaims are undisputed, have been recognised by declaratory judgment or are ready for decision. The customer shall be entitled to assert rights of retention only by virtue of counterclaims under the same contractual relationship.

IV. Delivery periods / Default in delivery

1. Dates for deliveries and services confirmed by us shall be non-binding at all times, unless they have been expressly designated as binding.

2. If we cannot meet a binding delivery date for reasons for which we are not responsible, we shall inform the customer immediately of the non-availability of performance and in so doing inform the customer of the expected new delivery period. Should performance be unavailable by expiry of the new delivery date as well, we shall be entitled to rescind the contract in whole or in part. In such case, we shall immediately reimburse any consideration already provided by the customer.

3. A case of such above-mentioned non-availability of performance shall be deemed e.g. the failure of suppliers to deliver to us properly and in due time, if we have concluded a congruent covering transaction, force majeure or unforeseen events, especially delays in the context of industrial disputes, official orders, subsequent discontinuation or restrictions on export or import possibilities. This shall also apply if such circumstances occur at our third-party supplier.

4. Statutory provisions shall otherwise apply to the occurrence of our default in delivery, subject to the proviso that a reminder notice from the customer shall be required in any case.

V. Validity of INCOTERMS, delivery, passing of risk

1. The respective delivery shall be made according to the commercial terms determined in the individual contract, for the interpretation of which the INCOTERMS, in the version valid at the time of conclusion of the contract, shall apply.

2. The risk of accidental loss or deterioration of the goods shall pass to the customer at the latest when the goods are handed over. Where shipment is made to another destination, the risk shall, however, pass to the customer at the latest upon handover to the freight forwarder, carrier or other parties used for the transport. If



acceptance has been agreed, this shall be decisive for the passing of risk.

3. The point in time at which the customer is in default in taking delivery or in debtor's delay shall be deemed equivalent to handover or acceptance.

4. If the customer is in default in taking delivery or culpably violates any other obligation to cooperate or delays the delivery for reasons for which the customer is responsible, we shall be entitled to require reimbursement for the damage incurred by us in this respect, including any additional expenses. Further claims shall remain reserved.

VI. Quality of the goods / Specification, specimens and samples

1. All information on our goods is merely information about the quality, unless specific properties or a specific suitability of the goods for certain purposes has been expressly warranted in writing and as part of a specification.

2. Information and details about suitability, use and processing of the goods shall not release the customer from the obligation to carry out an independent verification.

3. Properties of specimens or samples shall only be binding where they have been expressly agreed as a quality of the goods.

VII. Liability for defects and warranty

1. Claims by the customer based on defects shall require that the customer has complied with the customer's statutory obligations to inspect and to give notice of defects pursuant to Section 377 HGB [German Commercial Code].

2. The customer shall be obliged to check the goods for defects immediately upon receipt and in so doing to carry out a quality control at least on a random sampling basis.

3. If a defect becomes apparent during the immediate check or at a later date, the customer shall be obliged to notify us of this in writing immediately, at the latest within four weeks of receipt of the goods, stating the nature and scope of the claimed defect.

4. If the customer fails to comply with the customer's obligations to inspect and to give notice of defects or fails to do so in due time, our liability for the defect not notified, i.e. all warranty claims, damage claims and other claims by the customer, shall be excluded, unless it is a defect that has arisen due to intentional or grossly negligent damage/injury to life, limb or health.

5. Necessary expenses for the purpose of remedying the defect shall be borne by us if a defect actually exists. However, if it emerges that the customer's request for remedy of the defect is unjustified, we shall be entitled to require reimbursement from the customer for the costs incurred for the purpose of remedying the defect.

6. If supplementary performance fails or a reasonable period set for us by the customer for supplementary performance expires without effect, the customer shall be entitled to rescind the contract or reduce the purchase price. Rescission shall be excluded where the defect is only insignificant.

VIII. Liability, damages

1. Unless otherwise stated in these General T&Cs, including the provisions set forth below, we shall be liable only according to statutory provisions in the event of a violation of contractual and non-contractual obligations.

2. In respect of damages, we shall be liable according to statutory provisions only for damages caused by intent or gross negligence, including intent or gross negligence of our vicarious agents. For damages caused by slight negligence on our part or on the part of our representatives and vicarious agents, we shall be liable only in the case of violation of material contractual obligations. Furthermore, we shall be liable in the case of fraudulent concealment of a defect and the assumption of a guarantee.

3. Liability for damages arising from injury to life, limb or health and according to the *Produkthaftungsgesetz* [German Product Liability Act] shall remain unaffected by the foregoing provisions, regardless of the degree of fault.

IX. Statute of limitations

1. The limitation period for claims arising from material defects and defects of title is one year from handover or takeover. If acceptance has been agreed, limitation shall commence upon acceptance.

2. The foregoing limitation period shall also apply to contractual and non-contractual damage claims of the customer that are based on a defect in the goods, unless the application of the regular statutory limitation period would lead to a shorter limitation in individual cases.

3. Furthermore, statutory limitation periods shall apply exclusively to damage claims of the customer according to VIII. of these General T&Cs.

X. Retention of title

1. Goods sold shall remain our property until the purchase price is paid in full by the customer.

2. The customer shall be obliged to treat goods subject to retention of title with care and to insure them sufficiently, at the customer's own expense, against fire, water damage, theft or similar risks. Insurance coverage shall be proved to us upon request.

3. Until the secured claim has been paid in full, goods subject to retention of title may neither be pledged to third parties nor assigned as security.

4. Any impairments, in particular attachment or other intervention by third parties, are to be notified to us immediately to enable us to take the necessary steps.

5. The customer is entitled to sell and/or treat and/or process goods subject to retention of title within the normal scope of the customer's business activities as long as the customer meets the customer's obligations towards ourselves in due time.

6. If our goods subject to retention of title are processed, combined or mixed inseparably with goods that are the property of third parties, we shall acquire co-ownership in the new item or in the mixed stock in the ratio of the value of our goods subject to retention of title to the value of the other goods at the time of combining, mixing or processing. In this respect, there is already now agreement that ownership shall pass to us on a pro rata basis, we accept the assignment and the customer shall preserve the



resulting co-ownership for us free of charge. Furthermore, the same shall apply to the resulting product as applies to goods subject to retention of title.

7. In the event of the resale of goods subject to retention of title or the product, the customer hereby assigns the customer's claims against the third party with all ancillary rights as a whole respectively in the amount of our possible co-ownership share pursuant to the above paragraph as security for all claims to which we are entitled against the customer under the business relationship at the time of the resale. We hereby accept the assignment.

8. Notwithstanding our authority to collect the claim ourselves, the customer shall remain authorised to collect after assignment as well. However, we undertake not to collect the claim as long as the customer meets the customer's payment obligations towards ourselves, is not in default in payment, has not filed any petition for the institution of insolvency proceedings or similar proceedings, there is no suspension of payments and no other deficiency in the customer's ability to pay. However, if this is the case, the customer must inform us upon request about the identity of the debtor of the claim assigned as security, provide us with all information necessary to collect the claim, deliver to us the documents necessary to collect the claim and inform the debtor (third party) of the assignment.

9. If the realisable value of the securities to which we are entitled exceeds the claims to be secured by more than 10%, we shall be obliged, at the customer's request, to release the excess securities. We shall be responsible for selecting the security to be released.

XI. Force majeure

1. If events or circumstances, the occurrence of which is beyond our control (e.g. natural phenomena, shortage of raw materials and energy, war, damage caused by fire and explosion and the like), reduce the availability of the goods from the warehouse/facility, from which we obtain the goods, so that we cannot fulfil our contractual obligations, we shall be released from the contractual obligation for the duration of the disruption and to the extent of its effects and shall not be obliged to procure the goods elsewhere from third parties. The above shall also apply if the events or circumstances make the performance of the transaction concerned uneconomical for us.

2. Should such events persist for longer than three months, we shall be entitled to rescind the contract.

XII. Place of jurisdiction and applicable law

1. Place of jurisdiction for any disputes arising from the contractual relationship is Frankenthal. This shall also apply if the registered office of the customer is not in the Federal Republic of Germany (Art. 17 EU GVÜ [EU Convention on Jurisdiction and Enforcement]).

The law of the Federal Republic of Germany shall apply exclusively to all legal relationships with the customer, to the exclusion of all international and supranational (contractual) legal systems. This shall apply in particular to the United Nations Convention on Contracts for the International Sale of Goods (Vienna) (CISG).

XIII. Data protection

1. If we provide the customer with personal data of our employees (hereinafter referred to as "Personal Data") in the context of performing the contract or the customer otherwise obtains knowledge of such Personal Data, the following provisions shall apply. Personal Data disclosed in the above-mentioned manner and not processed on our behalf may be processed exclusively for performance of the contract and not otherwise processed, except where admissible by law, in particular not disclosed to third parties and/or analysed for own purposes and/or used to create profiles. This shall also apply to the use of anonymised data. The customer shall ensure that Personal Data are made accessible only to those employees of the customer who are used to perform the contract concerned and also only to the extent necessary to perform this contract. The customer shall not acquire any rights to Personal Data and shall be obliged to rectify, erase and/or restrict the processing of Personal Data at any time subject to statutory requirements. In addition to the customer's statutory obligations, the customer shall inform us immediately, at the latest within 24 hours, about any violation of the protection of Personal Data, especially in the event of loss.

2. Information on data protection is available at: <https://klausfmeier.de/datenschutz/>.

XIV. Severability clause

Should any provision of these General T&Cs be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. If individual provisions have not become an integral part of the contract or have become invalid, the contract shall be governed by statutory provisions.