

## General Terms and Conditions of Sale and Delivery

### 1. General/ Scope

a) These General Terms and Conditions of Sale and Delivery (GTS) apply to all of our current and future legal transactions and business relationships with our customers, unless expressly agreed otherwise. They only apply in relation to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) including legal entities under public law and special funds under public law.

b) With the order, at the latest with the receipt of the goods or services, the contractual partner accepts these general terms and conditions. Unless we have expressly recognized conflicting conditions of the customer in writing, our general terms and conditions apply. This also applies if we carry out a delivery without reservation in the knowledge of conflicting or deviating conditions of the customer. References to documents that contain or refer to the terms and conditions of the customer or a third party do not constitute our consent to the validity of those terms and conditions, unless we expressly confirm this in writing.

### 2. Information and advice, documents

Information and advice regarding our products are based on our previous experience. The values given in this context, in particular with regard to the possible uses of our goods, are only guidelines and do not represent a specification of the quality of the goods. We do not assume any obligation to comply. Should the customer nevertheless be entitled to claims for damages, section 6 of these GTS applies. We reserve property rights and copyrights to illustrations, drawings, calculations and other documents that we provide; they may not be made accessible to third parties without our express consent and must be kept secret. After completion of the contract, they are to be returned to us without being asked.

### 3. Conclusion and content of the contract

a) Our offers are always subject to change and non-binding, unless we specify a binding period of validity or a specific acceptance period. A delivery contract is only concluded with our order confirmation or when we carry out the delivery without a separate order confirmation. Our order confirmation is decisive for the content of the delivery contract; in the case of delivery without a separate order confirmation, our delivery note is the order confirmation. Prospectus information, verbal declarations or promises prior to the conclusion of the contract are in any case non-binding and will be replaced by the written contract.

b) All information regarding our products, in particular the images, drawings, quality, quantity, weight, dimensions and performance information contained in our offers, pamphlets and brochures are only approximate values and are not quality specifications. Insofar as no limits are set in the order confirmation for permissible deviations and none result from expressly recognized customer specifications, deviations customary in the industry are permissible in any case. They are considered approved and do not affect the performance of the contract. This applies in particular to deviations and improvements that apply to technical progress. The condition, suitability, qualification and function as well as the intended use of our goods are determined exclusively by our performance descriptions and technical qualifications. Public statements, promotions or advertising by us or third parties do not represent an indication of the quality of the goods.

c) Guarantees regarding the quality or durability of our goods must be expressly marked as such in the order confirmation. In the case of the delivery of samples or specimens, their quality is not

guaranteed unless otherwise expressly stated in the order confirmation.  
The same applies to the details of analyses.

#### 4. Prices/ terms of payment

a) Our prices apply “ex works”, are free of charge and without deduction, unless otherwise stated in the order confirmation. Shipping costs and expenses are borne in full by the customer, unless otherwise agreed in writing. The freight tariffs, customs duties and other fees incurred during shipping on the day of delivery are decisive. Deduction of discount requires special written agreement.

b) The statutory sales tax is not included in our prices and is shown separately in the invoice in the respective statutory amount. Our prices include standard packaging. This will not be withdrawn.

c) We reserve the right to change prices if, after the conclusion of the contract, cost reductions or cost increases occur, in particular due to changed purchase costs, material costs or similar circumstances. This applies in particular to the introduction and / or increase of government taxes (e.g. customs duties or taxes), increases in transport and / or insurance costs, high or low water surcharges or similar costs. We will provide evidence of these costs to the customer upon request. If the prices increase by more than 10% between the conclusion of the contract and the delivery, the customer is entitled to withdraw from the contract.

d) The purchase price is payable within thirty (30) days of the invoice date. At the end of this period, the customer is in default of payment. If payment is not made on time, we demand interest of eight percentage points above the respective base rate of the European Central Bank p.a., but at least 10% per annum, in accordance with § 247 BGB. We reserve the right to provide evidence of higher damage.

e) Our claims are due immediately if the customer does not comply with contractual agreements. In the event of default in payment, protest of bills of exchange and suspension of payments by the customer, we can demand immediate payment of our total claim - including any claims from bills of exchange or checks in circulation - regardless of the agreed due date. This also applies if we become aware of circumstances that give rise to reasonable and significant doubts about the solvency, willingness to pay or creditworthiness of the customer, even if these circumstances already existed when the goods were ordered, but were not known to us or had to be known. In all cases mentioned, we are also entitled to only carry out outstanding deliveries against advance payment or security and, if the advance payment or security is not made within two weeks, to withdraw from the contract without setting a new deadline. Further claims remain unaffected.

f) Payments are only considered to have been made when they are received on our bank account or have otherwise reached us. Payments are always offset against the costs first, then against the interest, and finally against the main claim, with the oldest first. Other instructions from the contractual partner are ineffective. Payments from bills of exchange and checks are always accepted on account of performance.

g) The customer is only entitled to assert set-off rights or rights of retention if the counterclaim or right of retention has been legally established, is undisputed or has been recognized by us in writing.

h) The contractual partner is not entitled to assign claims from this contract to third parties without our prior written consent.

## 5. Delivery and transfer of risk

a) All sales are ex works. The place of performance is always Mühldorf am Inn. Dispatch and transport are always at the risk of the customer. The transfer of risk takes place in individual cases in accordance with the agreed INCOTERMS. If these have not been agreed, the risk, even in the case of partial deliveries, is transferred to the customer as soon as the shipment has been handed over to the person carrying out the transport - regardless of whether it is a person belonging to our company or a third party - or has left our factory for the purpose of dispatch, unless Clause 5 lit. e) of these GTS does not apply.

b) We are entitled to make partial deliveries unless expressly agreed otherwise and the partial delivery can be used by the contractual partner within the scope of the contractual intended purpose, the delivery of the remaining goods ordered is ensured and the contractual partner does not incur any significant additional effort or costs. Each partial delivery is considered a separate business and can be invoiced separately by us.

c) In the case of delivery periods and dates that are not expressly agreed as fixed, but are only approximate, the customer can set us a reasonable delivery period two weeks after these delivery periods and dates have expired. We are only in default once the grace period has expired. If delivery on call has been agreed, the calls must be made within three months of the conclusion of the contract, unless otherwise agreed in writing. If the delivery is not called up on time, Section 5 lit. e) of these GTS applies accordingly.

d) In the event of force majeure, such as operational disruptions, transport delays, measures in the context of industrial disputes, in particular strikes and lockouts, as well as non-delivery, incorrect or delayed delivery by our supplier, for whatever reason (reservation of self-delivery), and other obstacles to performance that are not from us are responsible, we can postpone the delivery for the duration of the hindrance and a reasonable start-up time thereafter. If the obstacle is likely to be permanent, we have the right to refuse delivery of the goods in whole or in part. We will notify the contractual partner in writing if such an event occurs. In this case, the contractual partner is not entitled to any claims for damages against us. He is released from the provision of the consideration. If he has already paid us the consideration, it will be refunded to him.

e) If the customer refuses to accept the goods or if the dispatch of the delivery is delayed for other reasons for which the customer is responsible, the risk is transferred when the customer defaults in acceptance. The customer bears storage costs after the transfer of risk. We are entitled to charge storage costs at a flat rate of 0.5% of the invoice amount for each month or the actual damage, unless the customer can prove lower damage. In addition, we can set the customer a grace period of fourteen (14) days and, after the deadline has expired without result, withdraw from the contract or demand compensation in lieu of performance.

f) In the event of delay in delivery or impossibility of delivery, we are only liable for claims for damages in accordance with Section 7 of these GTS. The damage caused by delay to be compensated by us in accordance with Section 7 of these GTS is limited to 0.5% of the value of the late delivery or partial delivery for each completed week, but no more than 5% of the value of the delayed (partial) delivery.

## 6. Retention of title

a) We reserve title to the goods we have delivered until all claims from the entire business relationship with the customer have been settled (including all balance claims from current accounts). This includes existing claims and claims arising after the conclusion of the contract.

b) A processing or transformation of our goods by the customer is always carried out for us as a manufacturer within the meaning of § 950 BGB, without any obligation on us. Processed or remodeled goods are deemed to be reserved goods in accordance with Section 6 lit. a) of these GTS. If the customer processes, transforms, combines and mixes the goods subject to retention of title with other goods that do not belong to us to create a new item or a mixed inventory, we shall be entitled to co-ownership of the goods in proportion to the invoice value of the goods subject to retention of title to the value of the others processed or mixed goods at the time of processing. The co-ownership share is deemed to be reserved goods in accordance with Clause 6 lit. a) of these GTS.

c) If the reserved goods are combined or mixed with other goods and if other goods that do not belong to us are to be regarded as the main item within the meaning of § 947 BGB, it is already agreed that a co-ownership share in the ratio of the invoice value of the reserved goods to the value of the main item is transferred to us and the customer keeps the item for us free of charge. The co-ownership share is deemed to be reserved goods in accordance with Section 6 lit. a) of these GTS.

d) The customer is obliged to always keep the reserved goods fully insured against the usual risks and to prove this to us upon request. The customer hereby assigns any insurance claims to us.

e) The customer has to keep the reserved goods for us. Upon request, we must be able to take stock and provide adequate labeling at the location of the respective storage at any time. The customer must notify us immediately of any seizure or other impairment of our rights by third parties, stating all the details that enable us to take all legal means. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for them.

f) The customer is entitled to sell the goods in the ordinary course of business according to the principles of a prudent businessman, as long as he is not in default and if he ensures that his claims from the resale in accordance with Clause 6 lit. g), h) and i) of these GTS pass over to us.

g) The customer hereby assigns to us the claims from the resale of the goods subject to retention of title, also within the framework of contracts for work and services or contracts for the delivery of movable objects to be manufactured or to be produced, with all ancillary rights. They serve to the same extent for our security for the reserved goods. We already accept the assignment. The customer is only entitled to assign claims to third parties with our prior written consent.

h) If the customer sells the goods subject to retention of title together with other goods not supplied by us, the assignment of the claim from the resale shall only apply to the amount of the invoice value of our goods subject to retention of title at the time of delivery. In the case of the sale of goods in which we have co-ownership in accordance with Clause 6 lit. b) and c) of these General Terms and Conditions, the assignment of claims in the amount of this co-ownership shall apply.

i) If the assigned claim is included in a current invoice, the customer already now assigns to us a part of the balance corresponding to the amount of this claim, including the final balance from the current account. We have already accepted the assignment.

j) Until further notice, the customer is entitled to collect claims from the resale in accordance with Clause 6. g), h) and i) of these GTS. Our authority to collect the claim itself remains unaffected.

k) If the customer does not fulfill his obligations from this contract or other contracts with us or if we become aware of circumstances that reduce his creditworthiness, we can

- prohibit the resale, processing and reworking of the reserved goods as well as their mixing or combination with other goods;

- we can withdraw from this contract; then the customer's right to possession of the reserved goods expires and we can demand the return of the reserved goods; we are then entitled to enter the customer's premises and to take possession of the goods subject to retention of title at the customer's expense and to make the best possible use of them, irrespective of the customer's payment and other obligations, by private sale or by auction; We will offset the sales proceeds from the customer's liabilities after deducting any costs incurred; we will pay him any surplus;
  - Upon request, the customer must notify us of the names of the debtors of the claims assigned to us so that we can disclose the assignment and collect the claims; all proceeds to which we are entitled from assignments are to be forwarded to us immediately upon receipt, if and as soon as claims on our part against the customer are due;
  - we are entitled to revoke the direct debit authorization issued.
- l) If the realizable value of the securities granted to us exceeds our total claims by more than 15%, we are obliged, at the customer's request, to release corresponding securities or to transfer them back; the selection of the securities is incumbent on us.
- m) In the event of default in payment, the customer is obliged to return the goods subject to retention of title to us immediately upon our first request.

## 7. Warranty and liability

- a) Our products are delivered free of manufacturing and material defects. If any instructions for use that we have issued and which are within the scope of the contractual purpose are not followed, changes are made to the products or deviations from the dosages recommended by us are made or applications are carried out that deviate from the original specifications, claims due to defects in the products are void, if the buyer does not refute a corresponding substantiated claim that one of these circumstances had caused the defect. If the customer instructs us to produce mixtures or recipes specially originating from the customer, we do not assume any liability for the usability intended by the customer.
- b) The customer must carefully inspect the delivered goods immediately after they arrive at their destination, even if samples or samples have been sent beforehand. In particular, the goods must be checked for their condition. If boxes, boxes or other containers are delivered, random checks must be carried out. The delivery is considered approved if a complaint is not made within one (1) week after receipt of the goods at the place of destination, or if the defect was not recognizable during the inspection, within one (1) week after its discovery in writing or by fax with a precise description of the defect has been received by us. The above obligation to notify also applies to excess and insufficient deliveries as well as to any incorrect deliveries.
- c) Transport damage must be reported to the freight forwarder immediately; the notification requirements of the General German Forwarding Conditions apply in this respect.
- d) If there is a defect and a complaint has been made in good time, we shall, at our option, provide supplementary performance within a reasonable period of time in the form of either the removal of the defect or the delivery of a defect-free item. In the event of failure of the supplementary performance, the customer is entitled to choose between a reduction in the payment (reduction) or cancellation of the contract (withdrawal). In the case of only minor defects, however, the customer has no right of withdrawal. If the customer chooses to withdraw from the contract after subsequent performance has failed, he is not entitled to any additional claims for damages due to the defect.

e) The above provisions finally contain the warranty for our goods. In particular, we are liable for all other claims for damages due to or in connection with defects in the delivered goods, regardless of the legal reason, exclusively in accordance with Clause 7 lit. g), h), i) and j) of these General Terms and Conditions.

f) Insofar as we have given a guarantee for the quality of an item, we are liable in accordance with the statutory provisions.

g) For claims for damages due to culpable acts, regardless of the legal reason, including i.e. delay, defective delivery, breach of obligations arising from a contractual relationship or of obligations in contractual negotiations, tort, product liability (with the exception of liability under the Product Liability Act), we are liable - unless otherwise stated in Section 7 lit. i) of these GTS - only in the case of willful intent or gross negligence.

h) Liability for slight negligence is excluded, unless it is a breach of an essential contractual obligation (cardinal obligation). Personal liability of our legal representatives, vicarious agents and company employees for damage caused by them through slight negligence is excluded; in addition, a limitation in accordance with Section 7 of these GTS also applies to these.

i) Before making a claim, the customer is obliged to pursue all possible claims against our sub-supplier. This also applies in particular if upstream suppliers deliver goods directly to our customers in our name and for our account (drop shipment). For this purpose, we undertake to assign any warranty and compensation claims to which we are entitled against our sub-suppliers. The customer is obliged to pursue the claims in court. Only if the use of our sub-supplier remains unsuccessful, the customer is entitled to make use of us in accordance with Clause 7 lit. g), h), i) and l) of these GTS.

j) Claims from lost profit, saved expenses from third-party claims for damages as well as other indirect and consequential damage cannot be demanded, unless a guarantee given by us aims to protect the customer against such damage.

k) The customer's warranty claims expire one year after delivery of the goods. Claims for damages by the customer due to the liability for slight negligence expire within one year from delivery of the goods. As far as the preconditions of the supplier recourse according to § 478 BGB are given, the statutory limitation period of § 479 BGB applies.

l) Agreements between the customer and his customers that go beyond the statutory warranty claims are not at our expense.

m) The seller is not liable in the event of impossibility or delay in the fulfillment of delivery obligations, if the impossibility or delay is due to the proper compliance with public law obligations initiated by the buyer.

n) Exclusions of liability according to section 7 of these GTS do not apply to claims that arose due to our malicious behavior, as well as liability for guaranteed characteristics, for claims under the Product Liability Act and for damage resulting from injury to life, body and health.

#### 8. Choice of law / place of performance / place of jurisdiction

a) The relationships between us and the customer are subject to the law of the Federal Republic of Germany. The UN Sales Convention (CISG) as well as other, also future intergovernmental or international agreements will not apply, even after their adoption in German law.

b) Unless otherwise expressly stated in the individual contractual provisions, the place of performance is our place of business.

c) The place of jurisdiction for all disputes in connection with the business relationship with our customer is, at our option, Traunstein or the customer's registered office; for complaints by the customer, only Traunstein. Statutory regulations on exclusive responsibilities remain unaffected. This jurisdiction agreement does not apply to customers who are not merchants.

#### 9. Final provisions

a) Changes and additions to this contract, including this written form clause, must be made in writing to be effective. The same applies to ancillary and additional agreements.

b) Business with entrepreneurs is treated equally business with legal entities under public law and special funds under public law.

c) Should any provision of this contract be or become fully or partially ineffective, the ineffectiveness of this provision shall not affect the validity of all other provisions of this contract. The ineffective provision is to be replaced by a legally valid provision which, in economic terms, comes as close as it is legally permissible to the purpose of the ineffective provision. The same applies to any loopholes in this contract.