

#### 1. Scope, general

1.1 These General Terms and Conditions of Contracts, Delivery and Services (**General T&Cs**) of S I L Lackfabrik GmbH & Co. KG Spezialindustrielacke ("we/us") apply exclusively to companies within the meaning of Section 14 of the German Civil Code (BGB) i.e. natural persons or legal entities that purchase the goods or service for commercial or professional use and to entities subject to public law and special funds under public law.

1.2 The terms and conditions set forth below (**General T&Cs**) apply exclusively to business relations with our customers, also with respect to information and advice. They apply to all deliveries and other services, including contracts for work and services and the supply of non-fungible items ("deliveries"). Where our General T&Cs are implemented in business with a customer, they shall also apply to all further business relations between the customer and ourselves, unless otherwise expressly agreed.

Differing terms and conditions of the buyer and/or ordering party, hereinafter referred to as "customer(s)", shall apply only if and to the extent expressly acknowledged by us in writing. Our silence regarding such differing terms and conditions shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.

Our General T&Cs apply in place of any terms and conditions of purchase of the customer, even if, according to such terms and conditions of purchase, acceptance of an order is deemed to be the unconditional acknowledgement of the terms and conditions of purchase, or we deliver or perform, after the customer has indicated the validity of the customer's General Terms and Conditions of Purchase, unless we have expressly waived the validity of our General T&Cs. Exclusion of the customer's General Terms and Conditions of Purchase shall also apply if the General T&Cs do not contain a separate provision on individual regulatory points.

1.3 If framework contracts or other contracts have been concluded with our customers, these shall take precedence. They shall be supplemented by these General T&Cs, unless more specific stipulations are agreed therein.

1.4 If damage claims are specified below, this shall in the same way also mean claims for the reimbursement of expenses within the meaning of Section 284 BGB.

#### 2. Information / Advice / Properties of the products and services / Cooperation of the customer

2.1 Information and explanations regarding our products and services provided by us or our employees and vicarious agents shall be provided solely on the basis of our experience to date. They do not constitute any properties or guarantees in relation to our products or services. Values specified in this context shall be deemed average values of our products and/or our services.

2.2 If we provide instructions for use/operating instructions, these shall be drawn up with the care customary in the industry and shall not be binding outside the scope of an expressly concluded consultancy agreement. They do not release our customers from the obligation to inspect the products carefully regarding their suitability for the purpose intended by the customers. The customer shall remain obliged in any case, unless otherwise expressly agreed, to check whether our products and/or services can be used for the purpose intended by the customer. The same shall apply to indications regarding import, customs and certification regulations.

2.3 We assume an obligation to provide advice regarding our products and their use only expressly on the basis of a separate, written consultancy agreement.

2.4 We shall be deemed to have given a guarantee in the legal sense (assumption of no-fault liability) only if we have designated a property and/or contractual performance as "guaranteed by law" in writing.

2.5 We shall assume no liability that our products or services can be used and/or registered and/or marketed for the customer's intended purpose, other than liability mandatory by law, unless we have agreed otherwise in writing with the customer. The provision in paragraph 9 shall remain unaffected.

2.6 The customer is obliged to provide us with all information and data required to perform in due time and in full prior to execution of the order and to make copies of transmitted data before transmitting them to us.

#### 3. Samples / Documents and data provided / Estimates of cost / Quotations

3.1 Properties of samples shall only become an integral part of the contract if this was expressly agreed with us. The customer is not authorised to exploit and pass on samples.

Where goods are sold by us based on a sample, deviations from this in the goods supplied shall be admissible and shall not entitle the customer to make complaints and claims against us if they are customary in the trade and the goods supplied comply with any agreed specifications, unless otherwise agreed.

3.2 We shall retain all title and copyrights to samples, illustrations, drawings, data, calculations and their applications and other documents about our products and services disclosed or provided to the customer. The customer undertakes not to make the samples, data and/or documents specified in the above sentence available to third parties, unless we give our express written consent. The customer shall return them to us on request if an order based on them has not been placed with us within 4 weeks of providing them to the customer.

The stipulations in sentences 1 and 2 shall apply accordingly to the customer's documents, drawings or data. We may, however, make them available to such third parties, to whom we are permitted to transfer deliveries and/or services under the contract with the customer or whom we use as vicarious agents or suppliers.

3.3 Supplementary clauses for the description of goods such as "approx.", "as already supplied", "as before" or similar additions in our quotations relate exclusively to the quality or quantity of the goods but not to the price. Such information in the customer's purchase orders is to be understood accordingly.

#### 4. Conclusion of contracts / Scope of delivery and service / Procurement risk and guarantee

4.1 Our quotations are subject to change, unless they are expressly designated as binding or expressly contain binding commitments or their binding nature was otherwise expressly agreed. They are requests for purchase orders by the customer.

4.2 **The contract concluded with the customer is subject to the condition subsequent that the manufacturer acting as our supplier, whose raw material or goods we require for the delivery/service according to the contract concluded with the customer, changes the specification of such raw material or goods without our involvement and we can no longer achieve the properties of our goods or service agreed with the customer with the changed raw material/changed goods. In such case, we shall inform the customer immediately about the circumstances and, taking into account the foregoing circumstances, shall offer the customer changed goods/a changed service.**

4.3 Our indications of quantity in our quotations are approximate. In the case of delivery in demountable or fixed tanks and in silo vehicles, deviations in the agreed quantity of +/- 10 % shall be deemed in accordance with the contract. Indications of an approximate quantity shall entitle us to exceed or fall below indications accordingly. Such deviations in quantity shall accordingly reduce or increase the agreed purchase price.

4.4 The customer shall be bound by its purchase order as contract application for 14 calendar days - in the case of electronic purchase orders 5 working days (in each case at our registered office) - after our receipt of the purchase order, unless the customer must also regularly expect a later acceptance by us (Section 147 BGB). This shall also apply to reorders of the customer.

4.5 A contract is created, also in day-to-day business, only when we confirm the customer's purchase order in writing or text form by order confirmation.

Where a delivery or service is within the binding period for the customer's offer to conclude a contract, our order confirmation can be replaced by our delivery, whereby the date of performance shall be determined by shipment of the delivery, unless otherwise expressly agreed.

4.6 We shall also have the right in the case of call-off orders or acceptance delays caused by the customer to procure the material/raw material for the entire order and to manufacture the total quantity ordered immediately or to stock up with the total quantity ordered. After the order is placed, any change requests by the customer can, therefore, no longer be considered, unless this has been expressly agreed between ourselves and the customer.

4.7 In the case of call-off orders without agreement of term, production batches and/or acceptance dates, we can, at the latest 3 months after order confirmation, require a binding stipulation about this from the customer. If the customer fails to comply with this requirement within 2 weeks, we shall have the right, after setting the customer a grace period of two weeks, to rescind the part of the contract not yet fulfilled and to claim damages in lieu of performance.

If a purchase on call has been concluded, we must also receive the individual call-offs, unless otherwise agreed, at least 6 weeks prior to the requested delivery date, unless a shorter call-off period or delivery period was agreed.

Unless agreed to the contrary, the customer shall be obliged to accept the purchased goods in full within one year of the order confirmation being issued. If call-offs are not made in due time, we shall have the right to remind the customer of the call-offs and their planning and to set a grace period for planning of 14 calendar days. If the period expires without effect, we shall have the right to rescind the contract or to claim damages in lieu of performance. In doing so, we do not have to refer again in this to the rights under this clause. Paragraph 4.14 (2) shall apply accordingly.

4.8 The customer must notify us in writing in due time prior to conclusion of the contract of any special requirements of our products and/or services not expressly offered to the customer. Such notifications shall not, however, extend our contractual obligation and liability.

4.9 By way of derogation from Section 434 BGB, the delivery item supplied by us shall be free of material defects if it has the properties agreed in the specification as provided in the contract, in the absence of such the properties listed by us in the safety data sheet and/or technical data sheet for the product concerned at the time of conclusion of the contract. Section 434 (2) No 3 and (3) No 4 (accessories and instructions) and Section 434 (3) No 2 b) (properties from public statements and advertising) as well as Section 434 (3) last paragraph (seller not being bound by public statements) shall remain unaffected. Further properties of the delivery item, especially (i) customary quality that the buyer can expect of items of this nature, (ii) suitability required according to the contract, (iii) suitability for the customary use, (iv) quality of a specimen or sample, shall not be owed by us in the absence of express agreement to the contrary. In addition, relevant identified uses under the REACH Regulation (EC) No 1907/2006 do not constitute either an agreement of a corresponding contractual quality or a use presupposed under the contract.

4.10 Unless otherwise expressly agreed, we shall only be obliged to supply the products ordered from us by the customer as goods which are marketable and eligible for approval in the European Union.

4.11 *We shall only be obliged to deliver from our own stock (obligation to deliver from stock).*

4.12 The assumption of a procurement risk within the meaning of Section 276 BGB is not based solely on our obligation to deliver an item which is defined solely by its class. We shall assume a procurement risk within the meaning of Section 276 BGB only by virtue of a separate written agreement stating "we assume the procurement risk...".

4.13 If there is a delay in acceptance of the delivery products as provided in the contract or in their shipment or the acceptance of our service for a reason for which the customer is responsible, we shall have the right, after the setting and expiry of a grace period of 14 days, at our option, to obtain immediate payment of the remuneration or to rescind the contract or refuse performance and claim damages in lieu of full performance. The period must be set in writing or text form. We do not have to refer again in this to the rights under this clause.

In the event of our claiming damages as stipulated above, the damages to be paid shall amount to a lump sum of 20 % of the net delivery price in the case of purchase contracts. The right is reserved for the customer to prove substantially lower damage (more than 10 % lower). We shall also be entitled to claim higher damages e.g. costs of disposal. There is no connection between the reversal of the burden of proof and the foregoing provisions.

4.14 If shipment or delivery is delayed at the customer's request or for reasons, for which the customer is responsible, we shall have the right to store the goods, beginning upon expiry of the reasonable period set in writing or text form in the notice that the goods are ready for shipment, at the customer's risk of loss and deterioration of the goods and to invoice the costs incurred as a result of this at 0.5 % of the net invoice amount of the stored goods for each full week or part thereof. The stored goods shall be insured only at the customer's specific request. The assertion of further rights shall remain unaffected. The right is reserved for the customer to prove that no costs or substantially lower costs have been incurred.

Furthermore, we shall have the right, after the above period expires, to dispose otherwise of the goods covered by the contract and to make a new delivery to the customer after a reasonable period.

4.15 If a delivery call-off or delivery release is delayed by the customer, we shall have the right to postpone the delivery by the same period as the customer is behind schedule plus a scheduling period of 4 working days at the place of our registered office.

4.16 Unless otherwise expressly agreed in writing or text form or if we are subject to different mandatory statutory regulations, we shall owe user information, labelling of hazardous substances and the safety data sheets for our products and a product label only in German or, at our option, in English.

The customer shall be responsible for providing us with any necessary information regarding the ordered goods within a reasonable time and free of charge to enable the purchase order to be executed as provided in the contract.

4.17 We reserve the right to change the specifications of the goods to the extent that legal requirements make this necessary, if such change does not cause any deterioration in terms of quality and usability for the customary purpose, and, if suitability for a specific purpose was agreed, for that purpose.

4.18 Furthermore, we shall have the right to supply products with deviations customary in the trade in terms of quality, dimension, weight and colour. Such goods shall be deemed to comply with the contract. Likewise technically unavoidable deviations in quality, colour, weight, composition in relation to the ordered goods do not constitute a material defect. The above shall not apply if the goods deviate from agreed sample properties.

#### 5. Delivery / Place of performance / Delivery time / Default in delivery / Packaging

5.1 Binding delivery dates and periods must be expressly agreed. We shall endeavour to meet delivery dates and periods that are not binding or approximate (circa, about etc.) to the best of our ability.

5.2 Delivery and/or service periods shall begin with the customer's receipt of our order confirmation and, if the order confirmation is replaced by our delivery/service, 3 working days at our registered office after our receipt of the purchase order from the customer and acceptance of the same by us but not before all economic, technical and logistic details about the execution of the order have been clarified between the customer and ourselves and all other requirements to be fulfilled by the customer are met in full, in particular advance payments or securities agreed and cooperation required have been provided in full by the customer. The same shall apply to delivery and/or service dates. If the customer has requested changes after placing the order, a new delivery/service period shall begin, which shall correspond to the original delivery period, when we confirm the change.

5.3 Deliveries prior to expiry of the delivery time are admissible. The date of delivery for an obligation to be performed at our place of business shall be deemed the date on which the products are reported ready for shipment, otherwise the date on which the products are sent. The date of delivery for an obligation to be performed at the customer's place of business shall be deemed the date of delivery at the agreed place of delivery.

We are authorised to make partial deliveries within the delivery period if the partial delivery can be used by the customer within the scope of the intended use under the contract, the delivery of the remaining ordered goods is assured and the customer incurs no significant additional expenditure or extra costs as a result, unless we agree to assume such costs. Additional expenditure is significant if it exceeds 5 % of the net remuneration for the performance owed under the contract.

5.4 The customer's interest in our performance shall not apply for lack of other written agreement only if we fail to deliver material parts or deliver with delay.

5.5 If we default in delivery, the customer must first set us a reasonable grace period for performance of at least 14 calendar days, unless this is unreasonable. If this elapses without result, damage claims for breach of duty, for whatever reason, shall exist only as stipulated in paragraph 9.

5.6 The customer is responsible in any case for unloading and storing the goods. Unloading of the goods shall be the responsibility of the customer, also where it has been agreed that the obligation is to be performed at the customer's place of business, and shall be borne by the customer.

Where deliveries are made in tank vehicles and demountable tanks, the customer must ensure the faultless technical condition of the customer's tanks or other storage containers and arrange the connection of the filling lines to the customer's receiving system on its own responsibility and, where applicable, oblige the recipient accordingly. Our obligation is limited to the operation of the vehicle's own equipment.

If our employees provide assistance in the cases in paragraphs 1 and 2 above when unloading or discharging, they shall act at the sole risk of the customer and not as our vicarious agents. Costs arising from standing and waiting times shall be borne by the customer.

5.7 If no collection date, which we have to confirm, is specified with the purchase order or acceptance does not take place on the agreed collection date, we shall at our option ship the goods covered by the contract with a carrier commissioned by us at the customer's risk or we shall store the goods covered by the contract at the customer's expense. We shall invoice the customer additionally for packaging, transport and insurance costs incurred (the latter if transport insurance was agreed) at the time of shipment.

In the case of storage, the customer shall pay a lump sum for storage of 1 % of the net remuneration for each week for the stored goods. The right is reserved for either party to prove that costs were lower or higher; the right is also reserved for the customer to prove that no costs were incurred at all. After expiry of a reasonable period set for the customer to take delivery of the goods in vain, we can dispose of the goods, the further use of which or resale is not possible, at the customer's expense, without this giving rise to claims of any kind against us, if storage of the goods is objectively not possible or not reasonable for us due to their nature or quality.

5.8 When unloading and retrieving goods, the customer shall assist our personnel if this is necessary and technically and logistically reasonable for the customer.

5.9 If we deliver in reusable packaging, this must be returned to us by the customer in emptied, faultless condition, at the latest within 30 days after arrival at the customer, for the customer's account and risk or, where applicable, returned free to our vehicle against acknowledgement of receipt. The terms and conditions of the *Pfandgeld-Gemeinschaft des Chemiehändels* [association of the German chemical trade, handling the provision and return of reusable chemical packaging on a deposit basis] for reusable chemical packaging shall remain unaffected by this. If the customer fails to meet the above-mentioned obligation within the time stipulated, we shall have the right to charge an adequate remuneration for the period exceeding 30 calendar days and, after setting a time limit for return without effect, to claim the replacement price, while taking into account the above-mentioned remuneration.

5.10 Distinguishing marks affixed to packaging may not be removed. Reusable packaging may not be interchanged or refilled. The customer shall bear the risk of decrease in value, interchange and loss. Findings upon receipt at our company shall be decisive. Use of reusable packaging as storage containers or passing it on to third parties is not permitted, unless this has been previously agreed in text form.

5.11 The customer shall empty tank wagons on its own responsibility immediately and return them in a proper condition to us or the address within the Federal Republic of Germany specified at the time of their provision. If the customer defaults in the return, the costs of the tank wagon due to default shall be borne by the customer.

#### **6. Force majeure / Delivery subject to own receipt of delivery / Hardship clause**

6.1 If we do not receive deliveries or services from our sub-suppliers to provide our delivery or service owed under the contract, despite proper and adequate stocking prior to conclusion of the contract with the customer in terms of the quantity and quality owed under our delivery or service agreement with the customer i.e. in such a way that, upon fulfillment of the supplier or sub-contractor obligation towards ourselves, we can fulfil the contract with the customer according to the nature of the goods, quantity of the goods and delivery time and/or service (congruent stocking) or they are incorrect or not in due time for reasons for which we are not responsible or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), we shall notify our customer immediately in writing or text form.

In such case, we shall have the right to postpone the delivery for the duration of the obstruction or to rescind the contract in whole or in part for the part not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk according to Section 276 BGB or a delivery guarantee. Events of force majeure are epidemics, pandemics, cyber attacks, strikes, lockouts, official intervention, energy shortages and shortages of raw materials, transport bottlenecks or obstructions through no fault of our own, company obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not culpably caused by us.

6.2 If a delivery and/or service date or a delivery and/or service period is agreed with binding force and the agreed date or the agreed period is not met due to events according to paragraph 6.1, the customer shall have the right, after a reasonable grace period has elapsed without effect, to rescind the contract for the part not yet fulfilled. The customer shall have no further claims, especially claims for damages or reimbursement of expenses, in such case.

6.3 The above provisions pursuant to paragraph 6.2 shall apply *mutatis mutandis* if, for the reasons stated in paragraph 6.1, also without contractual agreement of a fixed delivery date, the customer cannot be objectively expected to adhere further to the contract.

6.4 If we are obliged to make a single or multiple delivery (call-off delivery), the delivery obligation shall not apply if the legal and/or economic and/or logistic and/or procurement conditions on the market for providing the delivery as provided in the contract have changed in such a way compared to the time when the contract was concluded that, when considered objectively, we can no longer be expected to fulfil the delivery obligation. This is the case in particular if (i) the delivery item or parts thereof or necessary raw materials for this cannot be procured for us on the procurement market, even outside the scope of our usual suppliers up to that time, within a sufficient period to comply with the delivery period owed to the customer due to a general shortage in raw materials and/or parts or (ii) procurement is not possible for legal reasons by that deadline on grounds of an embargo or other state-imposed sanctions, insofar as we were to trigger a purchase order on the procurement market immediately after call-off by the customer in the case of a call-off delivery obligation or after conclusion of the contract in the case of a single delivery. Release from performance shall also apply if the price for a necessary raw material to meet the delivery period increases by more than 50 % in relation to when the contract was concluded, unless the customer agrees to accept the price difference. The above-mentioned inapplicability of the delivery obligation on our part shall also occur if the situation leading to the above-mentioned inadequacy or the event leading to this was in principle but not specifically foreseeable when the contract was concluded. We shall inform the customer immediately in writing or text form as condition for our release from performance if the above-mentioned situation occurs foreseeably for us that leads to a release from performance as defined above. In such case, the parties shall negotiate an adjustment of the contract immediately, with due regard to mutual interests, which takes account of the above-mentioned situation. If, at the request of one of the parties to the contract, such an agreement is not achieved within 30 calendar days, both parties shall be entitled to withdraw from the contractual relationship concerned without compensation. Withdrawal shall be excluded for a party who refuses negotiation of an adjustment or adjustment of the contract contrary to the principles of good faith.

#### **7. Shipment / Passing of risk / Acceptance**

7.1 Unless otherwise agreed, delivery shall be made ex works, Incoterms 2020. In the case of a sale involving the carriage of goods, we shall also have the right to send the goods to be delivered from a place other than the place of performance.

7.2 Unless otherwise agreed, we reserve the right to choose the route and means of transport where shipment is agreed. We shall, however, endeavour to take the customer's wishes into account with respect to the route and type of shipment without, however, the customer having a right to this. Additional costs incurred as a result, also where delivery carriage paid is agreed, shall, like the transport and insurance costs, be borne by the customer.

If shipment is delayed with respect to the agreed date at the customer's request or through the customer's fault, we shall store the goods at the customer's expense and risk. In such case, notice that the goods are ready for shipment shall be equivalent to shipment.

If shipment to the port of destination agreed between the customer and ourselves is not possible for reasons for which we are not responsible (e.g. epidemic/pandemic), we shall have the right, after prior notice, at our reasonably exercised discretion (Section 315 BGB), to deliver in another port or by land. This shall apply accordingly to shipment from an agreed railway station. Additional costs incurred as a result shall be borne by the customer. The above right to change performance and the obligation to bear the costs shall not apply if we have assumed a delivery guarantee or, where performance of the obligation at the customer's place of business has been agreed, we have assumed a procurement risk equivalent to a guarantee according to Section 276 BGB. Transport insurance shall be concluded in such case only at the customer's instruction and expense. Section 315 III BGB (possibility of judicial review and amendment of the equitable decision) shall remain unaffected.

7.3 The risk of accidental loss or accidental deterioration shall pass to the customer, where it has been agreed that the obligation is to be performed at our place of business, upon the products to be delivered being handed over to the customer, where it has been agreed that the obligation is to be performed at our place of business with our having to ship the goods, upon the goods being handed over to the freight forwarder, carrier or firms otherwise entrusted to carry out the shipment but at the latest when the goods leave our works or our warehouse, unless performance of the obligation at the customer's place of business has been agreed. The foregoing shall also apply if an agreed partial delivery is carried out. In the case of performance of the obligation at the customer's place of business, the risk shall pass to the customer upon delivery at the agreed place.

7.4 If a shipment is delayed because we assert our right of retention due to the customer's default in payment in whole or in part or due to another reason, for which the customer is responsible, the risk shall pass to the customer at the latest as of the date on which the notification is sent to the customer stating that the delivery is ready for shipment and/or the service is ready to be performed.

7.5 If acceptance of our goods and/or service is to take place, this shall be decisive for the passing of risk. It must be carried out on the agreed acceptance date, in the alternative immediately after notice of readiness for acceptance on our part. The customer may not refuse acceptance where there is a defect which is not significant.

#### **8. Notice of defects / Breach of duty due to material defects (warranty)**

8.1 The customer must give us notice in writing or text form of recognisable material defects in our delivery items immediately after collection, in the case of delivery ex works or place of storage, otherwise after delivery, and hidden material defects immediately after they are detected but the latter at the latest within the period of limitation in respect of warranty according to paragraph 8.9. A notice of defects that fails to comply with requirements of time or form shall exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part, in the event of injury to life, limb or health or the assumption of a guarantee for the absence of defects or a procurement risk according to Section 276 BGB or other mandatory statutory basis for liability, especially product liability law. The special legal provisions in the case of final delivery of the goods to a consumer (recourse against suppliers, Sections 478, 445a BGB) shall remain unaffected.

8.2 The customer must carry out an inspection upon receipt for quantity, identity and obvious transport damage i.e. according to type of goods, volume/weight, condition and conformity of labelling of each individual shipped item with the purchase order.

8.3 Before discharging, transferring, combining or mixing the goods, the customer shall be obliged to take representative samples customary in the trade in order to satisfy itself of the quality of the goods as provided in the contract, to retain them appropriately until expiry of the period of limitation in respect of warranty and to make them accessible to us in the event of an objective reason.

8.4 The delivering transport operator, in the case of own delivery, our driver, must also be notified of material defects recognisable upon delivery, recognisable defects in type and/or defects in weight or deviations in number and the recording of defects in written or text form on the delivery documents/CMR by the transport operator/our driver must be arranged on site by the customer. Failure to arrange for the notice of defects to be recorded vis-à-vis the delivering transport operator or our driver in compliance with requirements of time or form shall exclude any claim by the customer for breach of duty due to material defects. This shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part, in the event of injury to life, limb or health or the assumption of a procurement risk according to Section 276 BGB, a guarantee for the absence of defects or liability according to a mandatory statutory basis for liability, especially the *Produkthaftungsgesetz* [German Product Liability Act], and in the event of right of recourse in the supply chain (Sections 478, 445a BGB).

8.5 When processing, treating, combining or mixing with other goods begins, the supplied products shall be deemed approved by the customer as provided in the contract. The same shall apply if the products are shipped on from the original destination, unless this corresponds to the normal use of the supplied goods.

8.6 The customer must give notice in writing or text form immediately of other breach of duty on our part, setting a reasonable period for remedy, before asserting further rights, otherwise this shall cause the customer to forfeit the rights resulting therefrom. This shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part, in the event of injury to life, limb or health or the assumption of a procurement risk or in the case of a mandatory statutory basis for liability, especially the *Produkthaftungsgesetz*, or in the event of assumption of a performance or delivery guarantee.

8.7 We shall remedy any defects, for which the customer itself is responsible, on behalf of and at the expense of the customer, if the customer is a registered trader within the meaning of the *Handelsgesetzbuch* [German Commercial Code]. The same shall apply to our expenditure in the case of unjustified complaints.

8.8 If breach of duty does not, by way of exception, relate to the performance of work by us, rescission shall be excluded if our breach of duty is insignificant.

8.9 We shall provide a warranty for claims arising from breach of duty due to defective performance in the form of material defects, unless otherwise expressly agreed in writing or text form, for a period of 12 months, calculated from the date the risk passes (see paragraph 7.3), in the case of the customer's refusal of receipt or acceptance, from the date of receipt by the customer of the notice that the goods are ready for takeover.

This shall not apply to damage claims arising from a guarantee, in the case of the assumption of a procurement risk within the meaning of Section 276 BGB, claims for injury to life, limb or health, a fraudulent, grossly negligent or an intentional act on our part or in the cases of Sections 478, 445a BGB (recourse in the supply chain), Section 438 (1) No 2 (construction of buildings and delivery of objects for buildings) and Section 634a (1) No 2 BGB (building defects) or as far as otherwise a longer period of limitation is mandatory by law. Section 305b BGB (precedence of an individual agreement in verbal, text or written form) shall remain unaffected. There is no connection between the reversal of the burden of proof and the foregoing provision.

8.10 If the customer or a third party rectifies the products supplied by us incorrectly, we shall not be liable for the resulting consequences. This shall also apply to changes in the delivery item undertaken without our prior consent.

8.11 Our warranty and liability for material defects in the delivery item shall be excluded if the customer does not comply with the technical regulations or instructions for use for the delivery item stipulated by us as provided in the contract concluded, by means of the safety-related information provided by us in the safety data sheet or technical data sheet, or our technical regulations or instructions for use for the delivery item specified in this respect and the defect in the delivery item or damage to the customer is based on this.

8.12 Further claims by the customer for or in connection with defects or consequential damages caused by a defect, for whatever reason, shall exist only subject to the provisions of paragraph 9.

8.13 Our warranty within the scope of contracts concluded with us (i.e. claims for breach of duty due to defective performance in the case of material defects in connection with the contract concluded with us) and liability arising therefrom shall be excluded if defects and damage connected therewith cannot be proved to be due to defective manufacturing substances, incorrect formulation and/or production and/or processing. Warranty and liability arising therefrom due to breach of duty for defective performance in particular shall be excluded with respect to the consequences of incorrect use, inappropriate storage and transport conditions and the consequences of chemical, electromagnetic, mechanical or electrolytic influences which do not correspond to average standard influences specified in the product specification as provided in the contract or in the respective product-specific safety data sheet or technical data sheet. This shall not apply in the case of a fraudulent, grossly negligent or an intentional act on our part or injury to life, limb or health, the assumption of a guarantee, a procurement risk according to Section 276 BGB and liability according to other mandatory statutory basis for liability.

8.14 Claims by the customer for expenses required for the purpose of supplementary performance, in particular transport, travel, labour and material costs, shall be excluded if the expenses increase because the delivery item has been subsequently transferred to a place other than the customer's delivery branch, unless the transfer corresponds to its intended use.

8.15 Claims based on defects shall not exist in the case of only an insignificant deviation from the agreed or customary quality or usability.

8.16 Recognition of breach of duty in the form of material defects by us shall only be valid when given in writing.

#### **9. Exclusion / Limitation of liability**

9.1 Subject to the exceptions specified below, we shall not be liable in the case of breach of duty arising from the obligation, in particular not for claims by the customer for damages or reimbursement of expenses, for whatever legal reason.

9.2 The above exclusion of liability pursuant to paragraph 9.1 shall not apply:

- in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- in the case of violation of material contractual obligations; "*material contractual obligations*" are obligations, the fulfillment of which defines the contract and on which the customer may rely;
- in the event of injury to life, limb or health, also by legal representatives or vicarious agents;
- where we have assumed a guarantee for the quality of our goods or the existence of a contractual performance or a procurement risk within the meaning of Section 276 BGB;
- in the case of liability under the *Produkthaftungsgesetz* or other mandatory statutory basis for liability.

9.3 If we or our vicarious agents are responsible only for slight negligence and none of the cases specified in bullet points 1, 3, 4 and 5 of paragraph 9.2 above exist, we shall be liable, in the case of violation of material contractual obligations as well, only for damage typical for the contract and for foreseeable damage.

9.4 Exclusion respectively limitation of liability pursuant to paragraph 9.1 to 9.3 above and paragraph 9.5 and 9.6 shall apply to the same extent in favour of our bodies, our executive and non-executive employees and other vicarious agents as well as our sub-contractors.

9.5 Furthermore, we shall not be liable in the event of impossibility or delay in the fulfilment of our delivery obligations if and to the extent that the impossibility or delay is due to circumstances occasioned by the customer, in particular to the fact that the customer fails to comply with its obligations under public law e.g. in connection with the European Regulation (EC) No 1907/2006 (REACH Regulation) or other obligations mandatory by law to submit an end-use certificate in the respectively applicable version.

9.6 Claims by the customer for damages arising from this contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory period of limitation. This shall not apply if we are responsible for intent or gross negligence, in the case of slight negligence, if we have violated a material contractual obligation and in the case of claims due to injury to life, limb or health, and in the case of a claim based on a tortious act or an express, assumed guarantee or assumption of a procurement risk according to Section 276 BGB or where a longer period of limitation is mandatory by law.

9.7 There is no connection between the reversal of the burden of proof and the foregoing provisions.

#### **10. Prices / Payment terms / Objection of uncertainty**

10.1 Our prices are exclusive of statutory value added tax, packaging, in the case of export deliveries also exclusive of customs duties as well as fees and other public charges, in particular taking into account the respective place of delivery. They shall be calculated on the basis of the quantities respectively weights determined by ourselves or our third-party supplier, unless the recipient determines them by calibrated weighing and the goods were transported at our risk; in that case the recipient's findings shall be decisive for the price calculation.

10.2 Payment methods other than bank transfer shall require separate agreement between ourselves and the ordering party. This shall apply in particular to the issue of cheques. Cheques are accepted only as conditional payment. We do not accept bills of exchange.

10.3 If taxes or charges are incurred by the customer or ourselves on the performance provided by us (withholding tax), the customer must support us in an appropriate manner in the refund of such taxes and charges.

10.4 In the absence of other agreements, we shall have the right to deliver our invoices exclusively to the customer electronically and to issue partial invoices corresponding to the progress of order processing and/or to require payments on account corresponding to the progress of processing.

10.5 Unless otherwise agreed, our remuneration shall be due for payment pursuant to the agreed payment terms upon delivery of the goods covered by the contract.

10.6 If the customer pays in a currency other than euros, payment shall only be satisfied when the foreign currency payment corresponds to the agreed euro amount on the date of receipt of payment.

10.7 Services that are not an integral part of the agreed scope of delivery shall be executed, unless otherwise agreed, on the basis of our respectively valid general price lists, in the absence of such in accordance with the statutory remuneration.

10.8 We shall have the right accordingly to increase the remuneration unilaterally where material production costs and/or material costs and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental charges and/or currency regulations and/or changes in customs duties and/or freight rates and/or public charges increase if these have a direct or indirect impact on the manufacturing costs of the goods or procurement costs or costs of our contractually agreed services and if more than 2 months elapse between conclusion of the contract and delivery. An increase as defined above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the above-mentioned factors with respect to the overall cost burden for the delivery (*cost balancing*). If above-mentioned cost factors are reduced, without the reduction in costs being set off against the increase in other of the above-mentioned cost factors, the reduction in costs shall be passed on to the customer through a price reduction.

If the new price based on our right to adjust prices as stated above is 20 % or higher than the original price, the customer shall have the right to rescind contracts not yet executed in full with respect to the part of the contract not yet fulfilled. The customer can, however, assert this right only immediately after notification of the increased price.

10.9 If, according to the contract, we bear the freight charges, the customer shall bear the additional costs arising from increases in freight rates after the contract was concluded.

10.10 When default occurs, default interest of 9 percentage points above the respective base interest rate pursuant to Section 247 BGB shall be charged when the claim for payment becomes due. We reserve the right to assert damage in excess of this. The customer shall pay a reminder flat rate of EUR 40.-- for each reminder notice in the event of default. The right is reserved for the customer to prove a lower cost and for us to assert a higher cost.

10.11 Where a bank transfer is agreed, the date payment is received by us or credited to our account or the account of the place of payment specified by us shall be deemed the payment date.

10.12 In the absence of other agreement, the customer's default in payment shall cause all payment claims under the business relationship with the customer to become due immediately.

10.13 If payment terms are not met by the customer or circumstances known or recognisable that, in our proper commercial judgment, give rise to justified doubts as to the customer's creditworthiness, *namely also such facts that already existed when the contract was concluded but were unknown to us or did not have to be known to us*, we shall be entitled, notwithstanding further legal rights in such cases, to cease further work on current orders or to stop the supply and to require advance payments or the provision of adequate, customary securities, e.g. in the form of a bank guarantee issued by a German credit institution participating in the Deposit Protection Fund, for deliveries still outstanding, and, after expiry of a reasonable extension of time to provide such securities without result, to rescind the contract with respect to the part not yet fulfilled, irrespective of further legal rights. The customer shall be obliged to reimburse us for all damages incurred by the non-execution of the contract.

10.14 The customer shall have a right of retention or right of set-off only with respect to those counterclaims that are not disputed or have been recognised by declaratory judgment. This shall apply *mutatis mutandis* if the counterclaim for set off is in the synallagma (i.e. in the relationship of reciprocity between two performances in the contract concluded with us) with our claim and concerns the violation of a main obligation by us.

10.15 The customer can exercise a right of retention only to the extent that the customer's counterclaim relates to the same contractual relationship.

10.16 Incoming payments shall be used first to repay costs, then interest and finally the principal claims according to age. Any determination to the contrary by the customer when making payment shall be disregarded.

10.17 Timeliness of payment, by whatever means it is made, shall be determined solely by the date on which it is credited to our account. The value date shall be decisive for cheque payments. Payments by the customer must be made in our favour, all postage and charges paid.

10.18 We are entitled to assign all claims arising from the contractual relationship with the customer to third parties without restriction.

#### **11. Retention of title, attachment**

11.1 We retain title to all goods delivered by us (hereinafter referred to collectively as "goods subject to retention of title") until all our claims under the business relationship with the customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when any or all claims are incorporated by us in a current account and the balance has been established.

11.2 The customer must insure goods subject to retention of title at replacement value, in particular against fire and theft. Claims against the insurance arising from a case of damage relating to goods subject to retention of title are herewith already assigned to us in the value of the goods subject to retention of title.

11.3 The customer is authorised to resell the products supplied in the normal course of business. The customer is not permitted to make other disposals, especially pledging or the granting of equitable lien. If goods subject to retention of title are not paid for immediately by third-party purchasers when resold, the customer shall be obliged to resell the goods subject to retention of title to third parties only under expressly agreed retention of title and to inform such third parties of the customer's non-existing title. Authorisation to resell goods subject to retention of title shall cease immediately if the customer suspends its payment or defaults in payment to us.

11.4 The customer herewith already assigns to us all claims including securities and ancillary rights that accrue to the customer against the final customer or third parties from or in connection with the resale of goods subject to retention of title. The customer may not reach an agreement with its customers that excludes or impairs our rights in any way or nullifies the assignment of the claim in advance. If goods subject to retention of title are sold with other items, the claim against the third-party customer amounting to the delivery price agreed between ourselves and the customer shall be deemed assigned, unless the amounts applicable to the individual goods can be determined from the invoice.

11.5 The customer shall remain entitled to collect the claim assigned to us until revoked by us, revocation being admissible at any time. We undertake, however, to revoke the collection authorisation only in the event of a legitimate interest. Such legitimate interest exists, for example, if the customer fails to fulfil its payment obligations in proper form or defaults in payment. At our request, the customer shall be obliged to give us in full the information and documents required to collect assigned claims and, unless we do so ourselves, notify its customers immediately of the assignment to us.

11.6 If the customer incorporates claims from the resale of goods subject to retention of title in a current account relationship with its customers, the customer shall already now assign to us any recognised closing balance resulting in the customer's favour in the amount which corresponds to the total amount of the claim from the resale of our goods subject to retention of title, such claim being transferred to the current account relationship.

11.7 The customer must notify us immediately if the customer has already assigned claims arising from the resale of products supplied or to be supplied by us to third parties, especially due to real or unreal factoring, or made other agreements which can impair our current or future security interests pursuant to paragraph 11. In the case of unreal factoring, we shall have the right to rescind the contract and require the surrender of products already supplied. This shall also apply to real factoring if, according to the contract with the factor, the customer cannot freely dispose of the purchase price of the claim.

11.8 In the event of conduct in breach of the contract through the customer's fault, especially in the case of default in payment, we shall have the right, after rescinding the contract, to take back all goods subject to retention of title. The customer shall be obliged in this case to surrender the goods subject to retention of title immediately and shall bear the transport costs required for taking them back. The fact of our taking back the goods subject to retention of title shall constitute a rescission of the contract. In the case of rescission, we shall have the right to realise the goods subject to retention of title. Proceeds from the realisation, less reasonable costs for realisation, shall be set off against those claims which the customer owes us from the business relationship. We may at any time during normal business hours enter the customer's business premises to determine the stock of the goods supplied by us. The customer must notify us immediately in writing of any third-party attachment of goods subject to retention of title or claims assigned to us.

11.9 If the value of the securities existing for us according to the foregoing provisions exceeds the secured claims as a whole by more than 10 %, we shall be obliged at the customer's request in this respect to release securities at our option.

11.10 The treatment and processing of goods subject to retention of title shall be carried out for us as manufacturer but without obligation on our part. If goods subject to retention of title are processed or combined inseparably with other items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the net invoice amount for our goods to the net invoice amounts for the other processed or combined items. If our goods are combined with other movable items into a uniform item, which is deemed the principal item, the customer shall already now assign co-ownership thereof to us in the same ratio. The customer shall maintain ownership or co-ownership free of charge on our behalf. Rights of co-ownership accordingly arising shall be deemed goods subject to retention of title. At our request, the customer shall be obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights.

11.11 If, in the case of deliveries abroad, specific additional measures and/or declarations with respect to the agreement of the retention of title are required from the customer in the importing country for the effectiveness of the above-mentioned retention of title or the other rights indicated above on our part, the customer shall carry out such measures and/or declarations immediately at its expense or submit such declarations in proper form. We shall cooperate on this to the required extent. If the law of the importing country does not allow retention of title but permits us to reserve other rights to the delivery item, we can exercise all such rights at our reasonably exercised discretion (Section 315 BGB). If such equivalent securing of our claims against the customer is not thereby achieved, the customer shall be obliged at its expense to provide us immediately with other appropriate securities for the goods supplied or other securities at our reasonably exercised discretion (Section 315 BGB). The customer's right to judicial review and correction (Section 315 III BGB) shall remain respectively unaffected.

11.12 In the event of attachment or other intervention by third parties, the customer must notify us immediately in writing to enable us to bring an action pursuant to Section 771 ZPO [German Code of Civil Procedure]. If the third party is not in a position to reimburse us for the judicial and extra-judicial costs of an action pursuant to Section 771 ZPO, the customer shall be liable to us for the loss incurred by us.

#### **12. Property rights / Licences**

**12.1 Unless otherwise agreed, we shall only be obliged to deliver in the contractually agreed first country of delivery free of industrial property rights and copyrights of third parties.**

12.2 If a third party raises justified claims on account of infringement of property rights by products supplied by us to the customer, we shall be liable to the customer within the period specified in paragraph 8.9. as follows:

We shall at our option first try to obtain at our expense either a right of use for the deliveries in question or change the delivery item, while complying with the properties agreed under the contract, so that the property right is not infringed or exchange the delivery item. If we cannot do so on reasonable conditions, the customer shall be entitled to its legal rights which are determined, however, according to these General Terms and Conditions of Contracts, Delivery and Services.

The customer shall only be entitled to rights, in the event of infringement of property rights by our delivery items, if the customer gives us notification in writing or text form immediately about the claims asserted by third parties, does not acknowledge any infringement and all defensive measures and settlement negotiations are reserved for us.

- If the customer ceases using the products for reasons of damage mitigation or other good cause, the customer shall be obliged to advise the third party that cessation of use is not connected with an acknowledgement of the infringement of a property right.

- If the customer is challenged by third parties for infringement of property rights resulting from the use of products supplied by us, the customer undertakes to notify us of this immediately and give us the opportunity to participate in any legal action. The customer shall support us in every respect in conducting such a legal action. The customer must not take any action which could prejudice our legal position.

12.3 The customer shall have no claims against us if the customer is responsible for infringement of a property right. The customer shall furthermore have no claims against us if infringement of a property right is due to the customer's special requirements, an application which we could not foresee or caused by the fact that the products are changed by the customer or used together with products not supplied by us if infringement of the property right is based on this.

12.4 If the customer properly fulfils its contractual obligations, the customer shall have the right to use the services as provided in the contract.

All copyrights, patent rights or other industrial property rights shall remain with us, unless otherwise expressly agreed in writing. Section 305b BGB (precedence of an individual agreement) shall remain unaffected for individual agreements in verbal, written or text form.

If patentable inventions are made at our company within the scope of implementing the contract, we shall grant the customer a non-exclusive and non-transferable right to use them under preferential economic conditions. The customer's entitlement to receive all rights pertaining to the invention in the event that the achievement of the invention is a main contractual obligation on our part shall remain unaffected.

#### **13. Export control / Product approval / Import regulations**

13.1 In the absence of contractual agreements to the contrary with the customer, the delivered goods are intended for placement on the market for the first time within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, to the agreed country of first delivery (*first country of delivery*).

13.2 We advise the customer that European and German foreign trade law applies to the transfer / export of products (goods, software, technology) and to the provision of services with cross-border reference for the fulfilment of the contractual obligation and individual deliveries and technical services can be subject to restrictions and prohibitions under export control law. This applies in particular to so-called armaments and dual-use items. Furthermore, European and other global national embargo regulations exist against certain countries and persons, companies and organisations

which prohibit the supply, provision, transfer, export or sale of goods and the performance of services or can be subject to authorisation. For cross-border delivery respectively provision, administrative authorisations or other certificates may, therefore, have to be obtained by us. Further rights and obligations in this context are respectively governed by the following provisions. For certain transactions in connection with US goods or other US code, US (re-)export law can also apply due to extraterritorial effect and lead to prohibitions or authorisation requirements which we must comply with and implement in order not to be sanctioned on our part by US authorities.

13.3 The customer is obliged to verify the existence of and compliance with export and import control regulations for the delivery item and the export and import of the same and to comply strictly with the relevant export regulations and embargos for such goods, in particular of the European Union (EU), Germany respectively other EU Member States and, if applicable, the USA or Asian or Arab countries and all third countries concerned, if the customer exports the products supplied by us or has them exported by us.

13.4 The cross-border return of goods, samples, tools, software, material and also technology, in the form of drawings, instructions, data etc. as well, to the customer can also in individual cases be subject to provisions under foreign trade law and be dependent on administrative authorisation procedures. Before transfer of the products and their components and/or accessories supplied by us to the customer into a first country of delivery other than that agreed with us, the customer warrants that the customer shall obtain the necessary national product approvals or product registrations in due time and that the requirements embodied in the national law of the country concerned for providing user information in the national language as well as all import provisions and export control regulations have been fulfilled.

13.5 Compliance with the delivery obligation can require the approval respectively granting of export licences or transfer authorisations or other foreign trade certificates by the competent authorities.

If we are prevented from delivering in due time due to the duration of the necessary and proper execution of a customs or foreign trade application, authorisation or verification procedure through no fault of our own, the delivery time shall be appropriately extended by the duration of the delay caused by such administrative procedure. We cannot in general specify a fixed period for the above procedures on the part of the authorities. We shall notify the customer in individual cases immediately about such procedures as well as circumstances and measures. Damage claims by the customer for delays through no fault of our own for this reason shall be excluded vis-à-vis ourselves, unless we have assumed a guarantee liability contractually towards the customer.

13.6 The customer is obliged to provide us with full information truthfully in due time in writing or text form concerning the end use and an end user of the goods to be supplied or service to be provided differing from the end user named to us compared with the initial statements, if applicable, immediately after conclusion of the contract. Any delivery period or service period shall not start to run prior to this. This includes in particular issuing any necessary end-use certificates (so-called EUCs) and transmitting the originals to us in order to verify the end-use and intended purpose of the goods or services and to provide proof to the competent authorities for customs and export control purposes. If potential violations of export bans or embargo regulations result from the above-mentioned documents, we shall have the right to rescind the contract without compensation.

13.7 The customer must comply with any re-export requirements arising from authorisations granted to us by the competent authorities or courts. The customer shall accordingly bind its customers contractually and provide us with proof of this upon request. We shall inform the customer of the scale and scope of such requirements imposed on us at the latest with the delivery.

13.8 If we or already our suppliers are not granted any necessary export licences or transfer authorisations or other necessary approvals by the competent authorities through no fault of our own or not in due time or other obstacles prevent the fulfilment of the contract or the delivery in whole or in part through no fault of our own due to customs, foreign trade and embargo regulations to be complied with by us as exporter or transferor or by our suppliers according to law applicable to them, we shall have the right to rescind the contract or withdraw from the individual supply or service obligation, unless we have expressly assumed a no-fault guarantee liability for their provision.

This shall also apply if corresponding export control and embargo obstacles only arise through no fault of our own between conclusion of the contract and the delivery or performance of the service and in the assertion of warranty rights - e.g. through a change in the legal situation - and make the performance of the delivery or service temporarily or permanently impossible. This may be the case because export licences respectively transfer authorisations or other foreign trade authorisations or approvals granted to us or our suppliers are revoked by the competent authorities through no fault of our own or other legal obstacles due to customs, foreign trade and embargo regulations to be complied with prevent fulfilment of the contract or the delivery or service through no fault of our own. Damage claims by the customer for this reason shall be excluded, unless we have expressly assumed a no-fault guarantee liability for the provision of the above-mentioned authorisations or documents.

13.9 The customer shall in particular check and warrant and provide proof to us upon request that

- the products provided are not intended for use in armaments, nuclear facilities or weapon technology;
- no companies and persons specified on the US Denied Persons List (DPL) are supplied with original US goods, US software and US technology;
- no companies and persons specified on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with original US products without relevant authorisation;
- no companies and persons are supplied who are specified on the List of Specially Designated Terrorists, Foreign Terrorist Organisations, Specially Designated Global Terrorists or the EU Terrorist List or other relevant negative lists for export controls;
- no military recipients are supplied with the products delivered by us;
- no recipients are supplied that violate other export control regulations, especially of the EU or the ASEAN countries;
- all early-warning indications of the competent German or national authorities of the respective country of origin of the delivery are complied with.

13.10 The customer undertakes in turn to prove this obligation to its customers for the goods supplied by us and to prove this to us on request.

13.11 Goods supplied by us may only be accessed, used and/or exported if the above-mentioned checks and assurances have been carried out or provided by the customer; otherwise the customer must refrain from carrying out the intended export and we shall not be obliged to perform.

13.12 Where goods supplied by us are passed on to third parties, the customer undertakes to bind such third parties in the same way as the customer in paragraph 13.1-13.11, and to notify them of the need to comply with such legal provisions.

13.13 The customer shall also ensure at its expense, where delivery outside the Federal Republic of Germany is agreed, that the goods to be supplied by us comply with all national import regulations of the first country of delivery fully and in a timely manner without cost to us.

13.14 The customer shall indemnify us against all damages and proven, customary and reasonable expenses resulting from the culpable violation of the foregoing obligations pursuant to paragraph 13.1 - 13.13. Costs for own employees are excluded. Section 254 BGB (contributory negligence) shall remain unaffected.

#### 14. Place of performance / Place of jurisdiction / Applicable law

14.1 Place of performance for all contractual obligations is our company's registered office except where an obligation to be performed at the customer's place of business is assumed or as otherwise agreed.

14.2 Any disputes shall be settled, if the customer is a trader within the meaning of the *Handelsgesetzbuch* [German Commercial Code], exclusively before a competent court of law at the location of our company's registered office. For the avoidance of doubt, this jurisdiction regulation in sentences 1 and 3 shall also apply to such circumstances between ourselves and the customer which can give rise to non-contractual claims within the meaning of Regulation (EC) No 864 / 2007. We shall also have the right, however, to bring an action against the customer at the customer's place of general jurisdiction.

14.3 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the customer and ourselves, in particular to the exclusion of the UN Sales Convention (CISG). It is expressly clarified that this choice of law is also to be understood as such a choice within the meaning of Art. 14 (1) (b) Regulation (EC) No 864 / 2007 and shall, therefore, also apply to non-contractual claims within the meaning of that Regulation. If the application of foreign law is mandatory in individual cases, our General T&Cs are to be interpreted in such a way that the economic purpose pursued by them is preserved to the maximum possible extent.

#### 15. Compliance violations / Incoterms / Written form

15.1 We shall have the right at any time, after setting a reasonable period for remedying the compliance violations stated below without effect, to rescind the contract without compensation if the customer verifiably commits culpably caused statutory violations which constitute (i) a material violation of the principles of proper management within the meaning of Section 43 GmbHG [German GmbH Law] or (ii) of the German Corporate Governance Code (CGGC) and our operational interests are more than negligibly affected economically or legally. In the case of continuing obligations, we shall have the right, instead of rescission, to termination without notice. Section 314 BGB shall remain unaffected.

15.2 If trade terms are agreed according to the International Commercial Terms (INCOTERMS), the INCOTERMS 2020 shall apply.

15.3 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to the waiver of the written form agreement. The precedence of an individual agreement in written, text, verbal or implied form (Section 305b BGB) shall remain unaffected.

15.4 If any provision hereof is or becomes invalid / void or unenforceable in whole or in part, also for reasons relating to the law of general terms and conditions according to Sections 305 to 310 BGB, statutory provisions shall apply.

If the invalidity of a provision hereof is based exclusively on another reason, the following shall apply:

The invalidity or unenforceability of any or several provisions of this agreement shall not affect the validity of the remaining provisions of this agreement. The same shall apply if the agreement does not contain a provision which is as such necessary. The parties shall in such case enter into negotiations with the aim and mutual interest of replacing an invalid or unenforceable provision or gap in a provision by a legally admissible and enforceable provision which most closely corresponds economically to the meaning and purpose of the invalid, unenforceable or missing provision as intended by the parties. The legal principle of Section 139 BGB shall not apply, also within the meaning of a rule governing the burden of proof.

Coppenbrügge-Marienau, October 2022