

General Conditions of Sale and Delivery (“Conditions of Sale”), Status: 01/2022

1. **Scope of Validity:** Our deliveries and services are exclusively subject to these Conditions of Sale. Terms that vary (a) from them or (b) those specified by law – in particular the Purchaser’s conditions of purchase – shall only be considered binding insofar as they are confirmed by us in writing. Our delivery of goods, performance of services or acceptance of payments does not constitute a recognition on our part of conditions that vary from these general terms and conditions.
2. **Quotations, Contracts:** Our offers are made subject to confirmation. A contract is only formed when we give written order confirmation or when orders are fulfilled by us.
3. **Amendments of the Conditions of Sale and of Contracts; stipulation regarding written form (for any amendments):**
- 3.1 Amendments or supplements to these Conditions of Sale including this stipulation must be made in writing. “In writing” within the meaning of these Conditions of Sale means the use of text form (email, fax or machine-generated letters). The same shall apply, unless otherwise agreed upon in writing therein, to the amendment, supplementation or termination of a contract concluded on the basis of these Conditions of Sale.
- 3.2 Any statements or notifications issued by the Purchaser shall also be made in writing.
4. **Prices:** Unless otherwise agreed in writing, our prices are quoted ex works and do not include the cost of packing. Value added tax shall be payable separately in the statutory amount in effect on the invoice date.
5. **Payment, Assignment of Payment Claims, Delay of Payment, Set-off:**
- 5.1 Unless agreed otherwise in writing, payment to us by the Purchaser has to be effected no later than 5 days after delivery of the goods or performance of the services.
- 5.2 Without any approval from the Purchaser we are also entitled to assign claims existing against him. If the goods have been processed, combined or mixed by Purchaser with goods of others the amount of the anticipatory assigned payment claims is restricted to the value of the reserved goods.
- 5.3 In case of any delay of payment by the Purchaser, the Purchaser shall be in default. During the period of default, interests shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default.
- 5.4 Set-off by the Purchaser is permitted only with claims that are undisputed or have been upheld by the final decision of a court of competent jurisdiction.
6. **Place of Performance, Shipment:**
- 6.1 The place of performance of delivery or service shall be our place of supply or storage.
- 6.2 If shipment of the goods has been agreed upon, we shall ship the goods at Purchaser’s risk. Furthermore, we shall specify the manner of shipment, the shipment route and the carrier.
7. **Partial Shipment and Performance:** Partial shipment and performance shall be possible in an acceptable scope.
8. **Delivery Schedules, Delay:**
- 8.1 If we fail to comply with agreed-to delivery or performance schedules or other contractual obligations, the Purchaser shall establish an additional delivery period of reasonable length of at least three (3) weeks.
- 8.2 If delivery or performance is not effected by the end of the additional delivery period and if the Purchaser for this reason intends to exercise his option of withdrawing from the contract or claiming damages instead of delivery, the Purchaser shall expressly warn us beforehand by requesting delivery or service and establishing a further additional reasonable delivery or performance period.
9. **Transport Insurance, Return of Packaging:**
- 9.1 We are authorized to effect an appropriate transport insurance on behalf and at the expense of the Purchaser in an amount at least equal to the invoiced value of the goods.
- 9.2 Insofar as we are obliged under mandatory statutory regulations to take back packaging that is not subject to system-relevant packaging and the Purchaser is not a private household, the packaging shall be returned to our location in Trostberg. The disposal shall be carried out at the Purchaser’s expense.
10. **Retention of Title:**
- 10.1 The goods sold shall remain our property until all claims arising out of our business relationship have been satisfied. If the goods have been processed or finished by the Purchaser, our retention of title shall extend to the new finished product.
- 10.2 If the goods have been processed, combined or mixed by the Purchaser with goods of others, we acquire co-ownership by fractional shares corresponding to the ratio of the invoice value of our goods in relation to the total value of the other goods which have been processed, combined or mixed.
- 10.3 If our goods subject to retention of title are processed, combined or mixed with an item belonging to a third party, the Purchaser shall furthermore hereby transfer his rights on and in relation to the new product to us.
- 10.4 The Purchaser may, in the ordinary course of its business, resell any goods which are subject to our retention of title. If, upon such resale, the Purchaser does not receive the full purchase price in advance or upon delivery of such goods, it shall agree with its customer on a retention of title in accordance with these conditions. The Purchaser hereby assigns to us all its claims arising from such resale and its rights arising from the said agreement for retention of title. When required by us, the Purchaser shall advise the respective customer of such assignment of rights and provide us with the information and documents necessary to enforce our rights. The Purchaser shall only be entitled to collect payments from claims assigned to us from such resale to any third party as long as the Purchaser properly satisfies its liabilities to us.
- 10.5 In the event that the securities granted to us exceed the value of our claims by more than 15 percent, we shall, when requested by the Purchaser in written form, be obliged to release securities which we deem appropriate to that extent.
- 10.6 In the exercise of our retention of title a withdrawal of contract can only then be seen if we have declared this in writing beforehand.
11. **Force Majeure, hardship:** In the event of force majeure, we shall be released from our delivery and performance obligations to the extent of the disruption caused thereby and shall not be obliged to procure the goods from third parties instead. The same shall apply in the event of other events beyond our control, such as energy or raw material shortages, labor disputes, official decrees, traffic or operational disruptions and circumstances that make the performance of the affected business sustainably uneconomical for us, or if sub-suppliers do not supply us, do not supply us on time or do not supply us properly due to events of force majeure or for one of the aforementioned reasons. If these events last longer than 3 months, we shall be entitled to withdraw from the contract.
12. **Product Specifications:** Unless otherwise agreed in writing, the contractual characteristics of the products shall exclusively be based on the applicable product specifications published by us. Specifications as to quality, durability and other information shall only constitute guarantees if they are agreed in writing. Further written and verbal information about our products, equipment, plants, applications and processes is based on research work and our practical experience. We provide the results obtained therefrom without assuming any liability beyond the respective individual contract to the Purchaser to the best of our knowledge, but we reserve the right to make changes and further developments. This information shall not release the Purchaser from the obligation to verify the suitability of our products and processes for the use or application intended by the Purchaser. This shall also apply to the protection of third party intellectual property rights.
13. **Complaints:** All Purchaser complaints, particularly those regarding the quality or quantity of the goods, must be submitted to us in writing without delay, but not later than ten (10) days after receipt of the delivery of the goods or service (in the case of latent defects without delay, but no later than ten (10) days from the date such defect(s) has/have been discovered or, if they have not been discovered, the time when they could have been discovered during a reasonable inspection). If the Purchaser does not advise us of complaints or notices of defects in accordance with such deadlines or in the agreed form, our deliveries or services are deemed to be without defect with respect to the complaint or notice being not timely or not according to the agreed form. If the Purchaser knowing of defects accepts our deliveries or services, the Purchaser shall only be entitled to rights deriving from such defects if the Purchaser has expressly reserved such rights without delay, at the latest, however, within 10 days of receipt, in writing.
14. **Rights of the Purchaser in Case of Defects:**
- 14.1 The Purchaser cannot derive any rights from the defectiveness of our delivery or service insofar as there is only an insignificant deviation from the agreed quality. In the event of justified claims arising from the quality of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods. For this, we always are to be given the opportunity within reasonable time. If our repair or replacement fails to remedy the defects, the Purchaser shall be entitled to either adjust the purchase price or withdraw from the contract.
- 14.2 Furthermore the Purchaser may claim damages pursuant to statutory requirements and reimbursements of expenses incurred for the purpose of subsequent performance. In all other respects, Section 15 shall apply to the compensation for damages and expenses.
- 14.3 Purchaser’s claims for recourse against us shall exist only to the extent that the Purchaser has not entered into any agreements with its customers exceeding the statutory claims. Any recourse of the Purchaser against us under §445 (a) of the German Civil Code (BGB) shall be excluded.
15. **Liability; Compensation:**
- 15.1 Claims for damages and reimbursement of expenses of the Purchaser, irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and/or tort, against us, our legal representatives, employees or vicarious agents shall only exist if we, our legal representatives, employees or vicarious agents have acted intentionally or grossly negligently or if the breached duty is essential for achieving the purpose of the contract and the Purchaser has relied and may have relied on its compliance (essential duties). In the case of a breach of essential obligations due to simple negligence, our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature, and shall amount to €100,000 or the invoice value of the goods or services concerned if this value exceeds €100,000.
- 15.2 The aforementioned limitation of liability or of damages shall apply to all our liability under these Conditions of Sale but shall not apply in cases of damage to life, body or health under the Act on Liability for Defective Products (Product Liability Act) or in other cases of mandatory liability.
16. **Limitation of Actions:**
- 16.1 The Purchaser’s claims for warranty, damages or reimbursements shall expire one year from the commencement of the statute of limitation stipulated by law. If the claims refer to a product that was used appropriately in construction (building material) and has caused the building to be defective, the statute of limitation shall be five (5) years.
- 16.2 The above statute of limitation stipulated by law shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the statutory limitation period would lead to a shorter limitation period in the individual case.
- 16.3 The above statutes of limitations shall not apply if we have acted intentionally or if the Act on Liability for Defective Products (Product Liability Act) or other statutory requirements mandate our liability in the event of damage to life, body or health of others.
17. **Compliance with Statutory Regulations:**
- 17.1 Unless otherwise agreed in writing with the Purchaser in individual cases, the Purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, resale and exportation of the products. In particular, the Purchaser undertakes not to sell and/or deliver these goods to third parties or to use them himself
 - for the purpose of developing or manufacturing biological, chemical or nuclear weapons;
 - for the purpose of the illegal manufacture of drugs;
 - by violating embargoes;
 - by violating any registration or reporting requirements imposed by law; or
 - without the authorizations required by the applicable legal regulations
 The Purchaser shall compensate us for all issues and damages and indemnify us against all civil, administrative and criminal claims resulting from the Purchaser’s breach of the aforementioned obligations.
- 17.2 If, at the time of delivery/service, (i) a statutory or official authorization requirement exists for the purpose of exporting our delivery/service and the authorization for export applied for in this respect has not been granted, (ii) an existing trade ban prohibits this at the time of delivery/service and/or (iii) in the case of a product

registration requirement, registration has not been applied for or granted at the time of delivery/service, we shall be entitled to withdraw from the contract.

18. **Place of Jurisdiction:** If the Purchaser is a merchant, the exclusive place of jurisdiction shall be our commercial domicile. If we institute legal proceedings against the Purchaser, we have the option to also institute legal proceedings at the Purchaser's place of jurisdiction.

19. **Applicable Law:** All legal relationships between the Purchaser and us shall be governed by the substantive law of the Federal Republic of Germany excluding the UN Convention on Contract for the International Sale of Goods.

20. **Trade Terms:** If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and applied according to INCOTERMS 2020.

21. **Partial invalidity:** Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining conditions.
