

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Applicability

- 1.1 All contracts between Plasticon Composites GmbH or any affiliated companies pursuant to sections 15 et seqq. of the German Stock Corporation Act (AktG) (hereinafter referred to as "Company" for all companies) and their customers (hereinafter the "Buyer") shall be subject to the following General Terms and Conditions of Sale and Delivery (hereinafter "these Conditions"). These Conditions shall exclusively apply vis-à-vis entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), i.e. natural or legal persons, who or which, in connection with the purchase of the goods, act in exercise of their trade, business or profession.
- 1.2 These Conditions shall apply exclusively to all contracts concluded between the Company and the Buyer and all offers of the Company for the delivery of products and other services of the Company. Deviating purchasing conditions or other deviating conditions of the Buyer shall not apply unless the Company has expressly recognised them in writing. Silence on the part of the Company regarding such deviating conditions in particular shall not amount to recognition or approval, not even in the case of future contracts.

2. SUPPLY CONDITIONS

- 2.1 The offers of the Company shall be subject to change unless they are expressly marked as binding or contain expressly binding commitments or otherwise the liability has been expressly agreed. They are requests for orders. The Buyer shall be bound to its order as an offer of contract for 14 calendar days – for 5 working days in case of electronic orders – after receipt of the order by the Company, provided that the Buyer does not regularly have to reckon with a later acceptance by the Company (section 147 BGB). This shall also apply to repeat orders from the Buyer.
- 2.2 Information and explanations regarding the Company's products shall solely be based on the previous experience of the Company and its employees. They shall not represent any properties or guarantees in relation to the products unless they are expressly designated as such (cf. clause 2.5 for further details). The values given thereby are to be regarded as average values of the Company's products. Unless the contracting parties have expressly agreed otherwise, all drawings, dimensions and weights that are included in quotations or that are submitted with an offer are only approximate. Clause 14 shall remain unaffected.
- 2.3 Descriptions or illustrations in catalogues, price lists and advertisements of the Company shall only serve for general information and are only to be regarded as specification if the Company expressly confirms this in writing.
- 2.4 Unless otherwise expressly agreed, the Company shall not guarantee or warrant that products are fit for the purpose, application or use intended by the Buyer or that they have a certain durability.
- 2.5 A guarantee shall only be deemed to be given if the Company describes in writing a property and/or contractual performance as "legally guaranteed". The assumption of a procurement risk shall not solely lie in the obligation of the Company to deliver an item defined solely by its class. The Company assumes a procurement risk only by means of a separate written agreement using the phrase "we assume the procurement risk...".

3. ORDERS, ORDER CONFIRMATIONS, CONDITIONS AND CHANGES

- 3.1 An order placed shall become binding on the Company only after the written order confirmation of the Company. A contract shall only be concluded – even in routine business – when the Company confirms the Buyer's order in writing or in text form (i.e. also by fax or email). In the case of immediate delivery, the confirmation can be replaced by the Company's invoice.
- 3.2 The order confirmation shall be decisive for the content of the supply contract. If the Buyer requests a change in the specification after the order confirmation has been sent, the Company shall be entitled to examine the change and, if accepted, to invoice the costs associated with the change.
- 3.3 All agreements, collateral agreements, warranties and contract changes must be in writing. This shall also apply to the waiver of the written form agreement itself. Oral modifications of contracts or contract supplements shall be void. The priority of an individual agreement (section 305 b BGB) shall remain unaffected.
- 3.4 The Company shall only be obliged to perform using its own product inventory.
- 3.5 If the shipment is delayed at the request of the Buyer or for reasons for which the Buyer is responsible, the Company shall be entitled to store the goods starting with the expiry of the time limit set in writing in the notice of readiness for dispatch of the goods and to invoice the resulting costs with 0.5% of the net invoice amount for the stored products for each month or part thereof. The assertion of further rights shall remain unaffected. The Buyer reserves the right to prove that no or significantly lower costs have been incurred.
- 3.6 The Company reserves the right to award part or all of the contract to sub-contractors if it considers it necessary.

4. PRICES

- 4.1 The net prices stated in EURO in the Company's offer shall apply or otherwise the prices agreed in writing between the contracting parties.

4.2 Each quotation or offer shall be based on the cost of materials, labour, transport and services as well as the discounts and overhead costs at the time of the quotation or offer. Each quotation or offer – if owed – shall be based on information about the location and date as well as the type of installation, which shall be specified in the respective inquiry or in the explanations for the relevant quotation or offer.

4.3 The Company shall be entitled, in the event of any increase in material production and/or material and/or product procurement costs, wage and ancillary costs, social security contributions as well as energy costs and costs due to environmental regulations and/or currency regulations and/or customs changes and/or freight rates and/or public taxes, to increase the price unilaterally in a corresponding relation if these directly or indirectly influence the costs of goods manufacture or the procurement costs or costs of the contractually agreed services and if there are more than 4 months between the conclusion of the contract and delivery. An increase as defined above shall be excluded insofar as the cost increase for individual or all of the aforementioned factors, to the extent it is relevant for the pricing of the Company, is set off by a cost reduction for other of the aforementioned factors in relation to the total cost burden for the delivery. If the aforementioned cost factors are reduced without the cost reduction being set off by the increase in other of the aforementioned cost factors, the cost reduction must be passed on to the Buyer as part of a price reduction.

If the new price is 15% or more above the original price due to the aforementioned price adjustment right, the Buyer shall be entitled to withdraw from contracts that have not yet been performed in full. However, it can only assert this right immediately after notification of the increased price.

4.4 If the Buyer cancels or postpones its order, or for any reason causes a delay - including by missing, incorrect or incomplete instructions or by changing the instructions -, it has to compensate the Company for all expenses, costs and losses caused by such a cancellation, postponement or delay, including, among other things (upon cancellation of the order), the lost profit.

4.5 All prices are exclusive of value-added tax, customs duties, import duties, local or similar taxes or any taxes that are levied at local or national level.

5. DELIVERY TIME / FORCE MAJEURE

5.1 Binding delivery dates and delivery periods must be expressly agreed in writing. In the case of non-binding or approximate delivery dates and delivery times (approximate etc.), the Company endeavours to comply with the latter to the best of its ability. The specified delivery dates also depend on

5.1.1 the Buyer having finally approved the Company's production drawings,

5.1.2 the Company having all the information, including, inter alia, the technical and commercial data for the manufacture of the goods and

5.1.3 the manufacture or delivery of the goods not being impeded or prevented by a cause of any kind beyond the Company's control, such as by explosion, fire, flood, civil disorder, government measures, labour disputes, pandemics, epidemics and any act or omission by the Buyer or by any other cause whatsoever that is not subject to the Company's control. In this case, the Company shall be obliged to inform the Buyer immediately about the obstacle and its expected duration.

5.2 In the event of delays in the agreed delivery time due to a cause mentioned in clause 5.1 above, the Company shall be entitled to postpone the delivery for the duration of the obstacle or to withdraw from the contract in whole or in part because of the not yet performed part insofar as it has complied with its aforementioned duty to inform and has not assumed the procurement risk.

5.3 If a delivery date or a delivery period has been bindingly agreed and if the agreed delivery date or the agreed delivery period is exceeded due to events as specified in clause 5.1.3 above, the Buyer shall be entitled to withdraw from the contract after the lapse of a reasonable extension due to the not yet performed part if further adherence to the contract is objectively unreasonable for it. Further claims of the Buyer, in particular damage claims, shall be excluded in this case.

5.4 If the Company fails to deliver, the Buyer must first grant a reasonable additional period of time for performance of at least 14 days – unless this is inappropriate in individual cases. If the latter lapses without results, claims for damages for breach of duty – for whatever reason – shall only exist in accordance with the provision set forth in clause 15.

5.5 The Company shall not be behind schedule as long as the Buyer is in default with the performance of obligations under existing contracts with the Company.

6. QUANTITIES AND PARTIAL DELIVERIES

6.1 The Company reserves the right to manufacture and deliver the goods in such quantities for partial deliveries that the production costs are kept to a minimum.

6.2 If the goods are delivered in parts, the agreed payment agreement shall apply separately to each partial delivery.

6.3 The Company shall be entitled to deliver 5% more or less than the agreed quantity to be delivered. The Company shall also be entitled to deliver products with customary deviations in quality, dimensions, weight, colour and equipment. Such goods shall be considered to be in accordance with the contract.

7. DELIVERY AND ASSEMBLY

7.1 Unless otherwise agreed in writing, the Buyer, at the Company's option, either has to collect the goods from the Company's registered office or the goods are shipped by the Company uninsured at the risk and expense of the Buyer from the Company's registered office.

7.2 If shipping is delayed at the request or through the fault of the Buyer, the Company shall store the products at the Buyer's expense and risk. In this case, the notification of readiness for dispatch shall be equivalent to dispatch.

- 7.3 The delivered goods shall only be assembled after a separate written agreement by the Company for the Buyer at the location and in the manner specified in the quotation or offer.
- 7.4 If the assembly site is difficult to access or if there is another reason in the Buyer's sphere of responsibility in connection with delivery and/or assembly, which was not taken into account in the calculation of the quotation or offer, the Company shall be entitled to charge the resulting additional costs to the Buyer.
- 7.5 The provisions set forth in clause 13 shall remain unaffected.

8. PASSING OF RISK

The risk of accidental loss or accidental deterioration shall pass to the Buyer when the products to be delivered are handed over to the Buyer, the forwarder, the carrier or the companies otherwise intended to carry out the shipment, but at the latest when they leave the Company's warehouse.

9. TERMS OF PAYMENT

- 9.1 Unless otherwise agreed in writing, invoices shall be payable within 30 days of receipt. The day of payment shall be the date of receipt of the money by the Company or credit to the Company's account.
- 9.2 The Company shall be entitled to request the Buyer to make an appropriate payment on account on the invoice amount when ordering.
- 9.3 The Buyer shall have a right of retention or set-off only with respect to counterclaims that are not disputed or have been legally established.

10. RETENTION OF TITLE AND LIEN

- 10.1 The Company shall retain title to all goods delivered by it (hereinafter referred to as the "Goods Subject to Retention of Title") until all claims of the Company from the business relationship with the Buyer, including future claims arising from contracts concluded later, have been settled. This shall also apply to a balance in favour of the Company if individual or all claims are included in a current account and the balance has been struck.
- 10.2 The Buyer must adequately insure the Goods Subject to Retention of Title, especially against fire and theft. Claims against the insurance arising from a case of damage affecting the Goods Subject to Retention of Title are hereby assigned to the Company in the amount of the value of the Goods Subject to Retention of Title.
- 10.3 The Buyer shall be entitled to resell the delivered products in the ordinary course of business. Other dispositions, in particular pledging or granting an equitable lien, shall not be permitted. If the Goods Subject to Retention of Title are not paid immediately by the third-party Buyer on resale, the Buyer shall be obliged to resell them only under retention of title. The right to resell the Goods Subject to Retention of Title shall lapse without further ado if the Buyer ceases to pay or gets into arrears towards the Company.
- 10.4 The Buyer hereby assigns to the Company all claims, including collateral and ancillary rights, which arise from or in connection with the resale of the Goods Subject to Retention of Title against the end customer or against third parties. It may not enter into any agreement with its customers that exclude or impair the rights of the Company in any way or nullify the advance assignment of the claim. In the event of the sale of the Goods Subject to Retention of Title with other items, the claim against the third-party customer is deemed to have been assigned in the amount of the delivery price agreed between the Company and the Buyer unless the amounts attributed to the individual goods can be determined from the invoice.
- 10.5 The Buyer shall remain entitled to collect the assigned claim until revoked by the Company at any time. At the request of the Company, the Buyer shall be obliged to provide all information and documents required for the collection of assigned claims and, if the Company does not do this itself, to inform its customers immediately of the assignment to the Company.
- 10.6 Any processing of the Goods Subject to Retention of Title shall take place for the Company without, however, binding the Company. If the Goods Subject to Retention of Title are mixed, processed or otherwise inextricably linked with other objects not belonging to the Company, the Company shall acquire co-ownership of the new item in proportion of the invoice value of its goods to the invoice values of the other processed or linked objects. If the goods of the Company are combined with other movable objects to form a new single item which is to be regarded as the primary good, the Buyer now already transfers the co-ownership to the Company to the same proportion. The Buyer shall preserve the ownership or co-ownership free of charge for the Company. The resulting co-ownership rights shall be deemed to be Goods Subject to Retention of Title. At the Company's request, the Buyer shall be obliged at all times to provide the Company with the information necessary to pursue its ownership or co-ownership rights.
- 10.7 The Company shall be entitled to demand collateral of its choice (in particular land charges) and its increase at all times for the proper fulfilment of the Buyer's liabilities. The Company shall also be entitled to use and realise the customer's assets that are subject to its actual influence as collateral/pledge.
- 10.8 If the value of the collateral existing for the Company in accordance with the above provisions exceeds the secured debts by more than 20% in total, the Company shall be obliged to release collateral of its choice at the Buyer's request.

11. WARRANTY, NOTICE OF DEFECTS

- 11.1 The Buyer has to inspect the goods within the scope of its obligation to inspect incoming goods according to section 377 of the German Commercial Code (HGB) immediately after receipt, at the latest within 12 days and, if a defect appears, to notify the Company immediately in writing. By negotiating any notices of defects, the Company does not waive the objection that the notice of defect was not timely, factually unfounded or otherwise inadequate.

- 11.2 Obvious transport-related damage or other defects already recognizable upon delivery must also be confirmed by the deliverer on the respective freight document with its signature upon acceptance of the delivery by the Buyer. The Buyer must work towards ensuring that such confirmation is given.
- 11.3 A warning notice due to other violations of duty is to be given in writing by the Buyer without delay before assertion of further rights by setting an appropriate remedy period.
- 11.4 Unless expressly agreed otherwise or unless there is a case as set forth in sections 478, 479 BGB (recourse claim in the supply chain), the Company shall provide a warranty for material defects for a period of one (1) year, calculated from the date on which the risk has passed (see clause 8 above).
- 11.5 Further claims of the Buyer due to or in connection with defects or consequential damage, for whatever reason, shall only exist in accordance with the provisions as stated in clause 15.

12. TESTS

Unless otherwise agreed, any tests to be carried out in coordination with the parties with regard to the delivered products shall be carried out at the Company's plant. If the Buyer requests a test that goes beyond the standard factory tests or if the test is to take place in the presence of a representative of the Buyer, the Company shall perform these tests or provide the associated equipment. The cost of these tests and/or the cost of delays associated with them shall be charged to the Buyer in addition to the agreed purchase price.

13. WORK AT THE PLACE OF USE

- 13.1 For the Company's work at the place of use of the delivered product (hereinafter the "Place of Use"), in particular the assembly of the product, the conditions below under this clause also apply.
- 13.2 The Buyer's request to start work at the Place of Use shall be an assurance that the condition of the Place of Use or of a building or business in which the goods are to be assembled corresponds to the condition described in the inquiry or invitation to submit a quotation or offer so that the assembly is efficient and can be carried out continuously.
- 13.3 Unless otherwise agreed, the Buyer shall be responsible for the provision and erection of scaffolding, protective covers, ladders and all other equipment required for the execution of the work as well as for the lifting and lowering of the system or the materials with the aid of mechanical hoists or other devices.
- 13.4 Unless otherwise agreed, the Buyer shall also be responsible for providing the following in the immediate vicinity of the work area: A suitable common area for the Company's assembly staff, an area for storing materials, work equipment and production facilities; provision of electricity for power supply, heating and lighting; water supply and ventilation systems as required.
- 13.5 The goods as well as construction machinery and equipment, which the Company delivers before the arrival of the Company's workers shall be stored in accordance with any instructions that may have been given by the Company and later brought to the Place of Use.
- 13.6 The Buyer shall be liable to the Company for all costs incurred by the Company for the removal of deterioration or damage, any theft or loss of goods or construction machinery or equipment which the Company has delivered for the purpose of working at the Place of Use. This shall also apply to any disruption of the assembly work by representatives or agents of the Buyer or by third parties. Any wear and tear caused by normal use of the construction machinery or equipment or damage/losses that are the responsibility of the Company's employees shall be excluded.
- 13.7 The Buyer shall also bear all costs for structural and civil engineering and related work, fees and fees for testers and similar bodies as well as taxes or similar charges to local authorities for the temporary stay of the Company at the Place of Use.
- 13.8 The Buyer has to ensure compliance with all applicable occupational health and safety regulations as well as the requirements and specifications of each currently applicable law.
- 13.9 The Buyer shall indemnify the Company from all costs and damage caused to the Company by the Buyer's violation of clause 13.8 above or any other legal provision or non-compliance with any other statutory or customary legal obligation which it as user of the Place of Use or the other place where the goods are stored or the work is being carried or as the owner of the owner of the goods has to comply with.
- 13.10 Waiting or downtime due to extreme weather conditions or for other reasons for which the Company is not responsible shall be invoiced separately.
- 13.11 As soon as the work has been completed according to contract (with the exception of minor final work), including warranty work, which the Company has to perform in accordance with clause 11 and as soon as all the tests specified in the contract – in addition to those mentioned in clause 12 (Tests) – have been successfully carried out, the Buyer shall confirm in writing the acceptance of the work, which is hereby considered to have been carried out according to contract.

14. TECHNICAL SUPPORT, COPYRIGHTS AND SECRECY

- 14.1 Insofar as the Company provides application-specific advice to the Buyer with regard to the products, provides technical or other information or makes recommendations or otherwise provides technical support, this shall be generally based on the information provided by the Buyer and/or on the basis of the Company's previous experience. Any values specified by the Company are to be regarded as average values. Characteristic data that is not provided with tolerances, such as that contained in catalogues, on

the Internet and/or in brochures, shall be subject to deviations and changes that are customary in the industry and/or product-related, in particular due to raw material tolerances and/or technical developments.

- 14.2 The Company shall not check the accuracy and completeness of content of any information provided to the Company by the Buyer; this shall be the responsibility of the Buyer. The Company shall not be liable for any damage incurred by the Buyer as a result of incorrect advice and/or provision of information, provided that this is based on incorrect and/or incomplete information provided by the Buyer.
- 14.3 Insofar as the Company provides application-specific advice, information, recommendations or any other technical support, this shall be done with the care customary in the industry, but shall not release the Buyer from the obligation to carefully check the goods for their suitability for the purpose desired by it. Clauses 2.2 to 2.4 shall remain unaffected.
- 14.4 The Company shall assume an obligation to provide advice only expressly by means of a separate, written consultancy contract.
- 14.5 The Company shall retain the copyright to all drawings and specifications that the Company provides to the Buyer in connection with this contract. The relevant documents and all technical information shall be confidential. The Buyer may not disclose information obtained in connection with this contract and/or the performance of this contract to third parties without the prior consent of the Company. It shall return the relevant documents to the Company upon request.

15. LIABILITY

- 15.1 The Company shall only be liable for damage caused intentionally or by gross negligence on the part of the Company and its legal representatives and vicarious agents. The liability of the Company and its legal representatives and vicarious agents for slight negligence shall therefore be excluded, provided that
- (a) it is no violation of material contractual obligations, i.e. those whose performance characterises the contract and on which the Buyer can rely.
 - (b) it is no violation of obligations within the meaning of section 241 (2) BGB if it would no longer be reasonable for the customer to accept the Company's performance,
 - (c) it is no injury to life, limb and health,
 - (d) no guarantee is given for the quality of a service, for the existence of contractual performance or for a procurement risk,
 - (e) no fraudulent intent is involved,
 - (f) it is not initial impossibility or
 - (g) no claims under the Product Liability Act or other cases of mandatory legal liability are involved.
- 15.2 Unless there exists a case as specified in clause 15.1 letters b to g, the Company shall solely be liable for damage foreseeable and typically to be expected for this type of contract.
- 15.3 Any further liability for damages than provided for in the previous clauses shall be excluded – regardless of the legal nature of the asserted claim. This shall also apply to claims for damages arising from culpa in contrahendo, due to other breaches of duty or tortious claims for compensation for damage to property in accordance with section 823 BGB.
- 15.4 Claims of the Buyer for damages from the contractual relationship can only be asserted within a preclusive period of one (1) year from the start of the statutory limitation period. This shall not apply if there is malice, intent or gross negligence on the part of the Company as well as in the case of a claim that is based on a tortious act. The limitation period in the event of supplier recourse according to section 478 BGB shall remain unaffected.
- 15.5 The above provisions shall not involve a reversal of the burden of proof.

16. APPLICABLE LAW / LEGAL VENUE

- 16.1 All legal relationships from and in connection with the contract between the Company and the Buyer shall be exclusively governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.2 Exclusive venue for all disputes arising between the Company and the Buyer from and in connection with the contract shall be Düsseldorf. However, the Company shall also be entitled to sue the Buyer at its general venue.