

General Terms and Conditions of Business and Delivery

§ 1 Validity of the Conditions

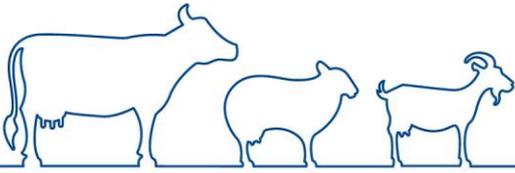
1. The deliveries and offers of the seller take place exclusively based on these General Terms and Conditions of Business and Delivery. These also apply to all future business relationships, even when they have not been expressly agreed again. These conditions are deemed to have been accepted by no later than the acceptance of the goods. The purchaser's counter-confirmation, indicating his General Standard Terms and Conditions and/or Purchasing General Terms and Conditions, is hereby expressly contradicted.
2. Deviations from these General Standard Terms and Conditions are only valid, if they have been confirmed in writing by the seller.

§ 2 Offer and Conclusion of Contract

1. The seller's offers are – as far as nothing else is expressly given – subject to change without notice and non-binding; they are based on the prices contained in the relevant valid price list and/or on the special conditions expressly agreed in writing for the relevant offer. With the appearance of a new price list, all previous price lists, including amendments, become invalid.
2. All orders become binding for the seller after explicit written confirmation and/or when these orders are complied with by delivery of the goods and despatch of the invoice by the seller.
Additions, amendments and supplementary agreements must also be made in writing.
3. Volume, weight or other delivery data are only binding if these have been expressly agreed in writing.

§ 3 Prices

1. In so far as nothing else has been given, the seller will keep to the prices contained in its offers for two weeks from the date of their announcement. Otherwise, the prices quoted in the seller's order confirmation, which are based on the relevant valid price list, plus Value Added Tax are standard. Additional deliveries and services will be charged separately.



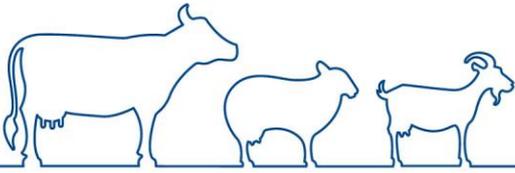
2. The prices are to be understood, if nothing else has been agreed, ex warehouse Munich excluding packaging. Packaging and carriage/freight will be charged according to cost.

§ 4 Delivery and Service Time

1. The times and time limits quoted by the seller are non-binding, in so far as nothing else has been agreed in writing; the seller will, nevertheless, endeavour to keep to the times given.
2. Delivery and service delays because of acts of God and because of events that make delivery seriously difficult or impossible for the seller – this also includes subsequently arising difficulties in the acquisition of materials, stoppages, strikes, lock-outs, personnel deficiencies or a lack of means of transportation, orders from the authorities, etc., also when they arise at the seller's suppliers or subcontractor - the seller does not have to keep to the bindingly agreed times and time limits. They entitle the seller to postpone the delivery and/or service for the period of the impediment plus an appropriate start-up period or, because of the unfulfilled part, totally or partially to withdraw from the contract.
3. If the impediment lasts longer than three months, the purchaser is entitled, after an appropriate period has been allotted, which is hereby set at four weeks, to withdraw from the contract in respect of the unfulfilled part.
4. In as much as the seller has not kept to the bindingly promised time limits and times or is in delay, the purchaser has a right to claim delayed performance damages in the amount of 1% for each full week of the delay, in total however no more than 15% of the invoice value of the delivery affected by the delay. Claims over and above this are excluded, unless the delay is caused by, at least, the seller's gross negligence.
5. The seller is entitled to make partial delivery at any time.

§ 5 Passing Risk

The risk is transferred to the purchaser as soon as the consignment is handed over to the person carrying out the transportation or it has left the seller's warehouse for the purpose of shipment. If shipment is impossible through no fault of the seller, the risk is transferred to the purchaser with notification of readiness for shipment.

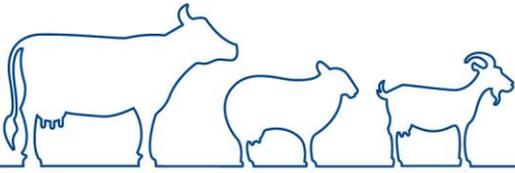


§ 6 Warranty

1. The seller guarantees that the products are free from faults; the period of warranty is six months and/or ends with the best-before date and commences with the passing of risk.
2. If operating or other instructions of the seller are not followed, changes made to the products, or if these are in any way used incorrectly, all warranties are cancelled.
3. The purchaser must inform the seller in writing immediately of any defects, however no later than within one week after receipt of the delivery item by sending the delivery note and – in so far as possible – a sample. Defects that cannot be discovered by careful checking within this period, are to be communicated to the seller in writing immediately after discovery.
4. In the case that the products do not correspond to the warranted condition, the rights of the purchaser are limited only to a replacement delivery of a default-free product. If this replacement delivery does not take place within an appropriate period to be set by the purchaser, which must amount to at least four weeks, or if this product is again defective, the purchaser can demand either a reduction in the purchase price or the cancellation of the contract.
5. Warranty claims against the seller are only available to the immediate purchaser and are non-transferable.
6. General, related descriptions of the goods by the seller are not an assurance of particular characteristics, in particular they are not an assurance that should protect the purchaser from consequential damages caused by a defect.
7. The above mentioned clauses contain the concluded warranty for the products and exclude other warranty claims of whatever type.

§ 7 Retention of Title

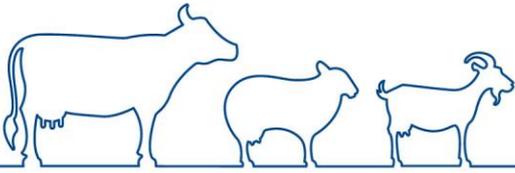
1. Until all liabilities, which now or in future will exist to the seller from the purchaser from any legal reason – including account balance liabilities from the current account - have been cleared, the seller retains title to the delivered goods (conditional commodity).
2. The purchaser is entitled to change the conditional goods in due business, as long as he is not in default with payments. Pledging or assignment as security are not allowed. The liabilities arising from the further sale of the conditional commodity – including account balance liabilities from the current account – are now fully transferred to the seller by the purchaser for security. The seller empowers him revocably to collect the liabilities transferred to the seller on his own account in his own name. This automatic debit transfer can only be revoked when the purchaser does not fulfil his payment obligations correctly.



3. In respect of third parties trying to access the conditional commodity, the purchaser will indicate the property of the seller and immediately inform it thereof.
4. If the purchaser contravenes the contract – in particular late payment – the seller is entitled to take back the conditional commodity or, if necessary, to demand the assignment of the transferred claims of the purchaser against third parties. If the conditional commodity is taken back or it is assigned by the purchaser, the contract has not been cancelled.
5. At the request of the purchaser, the seller is obliged to release security in as much as, and of its choice, the value of the security exceeds the liabilities to be secured by more than 25%.

§ 8 Payment

1. In so far as nothing else has been agreed, the seller's invoices are to be paid, without deductions, 10 days after issuing the invoices. The seller is entitled, regardless of the purchaser's conditions stating otherwise, firstly to set payments off against the oldest debt. If costs and interest are already in existence, the seller is entitled to set the payment off first against the costs, then the interest, and finally the main amount.
2. A payment is regarded as having been made when the seller can first make use of the amount. In the case of cheques, payment is regarded as having been made when the cheque is cleared.
3. The seller expressly reserves the right to refuse cheques or bills of exchange. Acceptance always only takes place on account of payment. The discount and bill charges, which are borne by the purchaser, are immediately due.
4. If the purchaser falls into arrears, the seller is entitled to charge interest in the amount of the interest rate charged by commercial banks for overdraft facilities – however, at least 4% above the relevant discount rate of the German Federal Bank – plus Value Added Tax. The interest is immediately due.
5. If the purchaser does not fulfil his payment obligations, in particular a cheque does not clear or he stops his payments, or if the seller becomes aware of other circumstances that puts into doubt the creditworthiness of the purchaser, the seller is entitled to declare the whole of the remaining debt due, even if he has accepted cheques. In this case, the seller is also entitled to request payments in advance or security.
6. The purchaser is only entitled to offset, if the counter claim has been legally established or is not in dispute.



§ 9 Limitation of Liability

Claims for consequential damages because of the impossibility of performance, because of a positive breach of an obligation, because of debts at the conclusion of the contract, and because of non-permissible actions, in particular in respect of consequential damages caused by a defect, both against the seller and against its vicarious agents are excluded, in so far as there are no deliberate or grossly negligent acts.

§ 10 Applicable Law, Place of Jurisdiction, Partial Invalidity

1. This contract and the whole of the legal relationship between the parties/ seller and the purchaser are subject to the laws of the German Federal Republic to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. In as much as the purchaser is a businessman, who is not in the categories of businessmen described in § 4 *HGB* (German Commercial Code), a legal person under public law or a public special fund, Munich is agreed as the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. Should a condition in these General Terms and Conditions of Business and Delivery or a condition in the context of other agreements be or become invalid, the validity of all other conditions or agreements remain unaffected.

Position: 01.01.2022