

# General terms and conditions of sale

## Section 1 General information

1. In addition to the other contractual agreements, These General Terms and Conditions of Sale of Sale, apply exclusively to all business transactions between our company and the Buyer, Principal or Ordering Party, hereinafter referred to as the Ordering Party. The terms and conditions shall be deemed to have been recognised by the Ordering Party when the order is placed or, at the latest, when the goods are accepted. We do not recognise any terms and conditions of the Ordering Party that conflict with or vary from our terms and conditions of sale – including in the case of unconditional performance or acceptance of payment – unless we expressly agree to their validity in writing.

This shall also apply to general terms and conditions of business outside the Ordering Party's general terms and conditions of purchase, in particular, but not exclusively, to quality assurance agreements, framework supply agreements, contracts for the provision of materials, consignment stock agreements and confidentiality agreements of the Ordering Party, insofar as the provisions therein have not been negotiated with us.

2. These General Terms and Conditions of Sale apply exclusively to entrepreneurs within the meaning of Section 310(1), in conjunction with Section 14, BGB ( German Civil Code), legal entities under public law or special funds under public law within the meaning of Section 310(1), BGB.

3. These General Terms and Conditions of Sale also apply to all future transactions with the Ordering Party, insofar as these are legal transactions of a related nature, without renewed inclusion until we issue new General Terms and Conditions of Sale.

4. All agreements made between us and the Ordering Party in the course of contract negotiations are to be recorded in writing for reasons of proof and confirmed by both parties.

5. Subsidiary agreements, subsequent amendments to the contract and the assumption of a guarantee, in particular the assurance of properties, or the assumption of a procurement risk are subject to the written form if they are made by persons who are not authorised representatives.

6. Our silence does not imply consent.

7. Even in the case of participation on electronic platforms of the Ordering Party and activation of selection fields to be activated by the system, no legally binding acceptance of the terms of use or other general terms and conditions of business shall apply.

## Section 2 Consultancy and documents

1. We provide all forms of verbal and written advice to the best of our knowledge based on our experience. Our advice is product- and performance-related and extends exclusively to the products we supply and services we render. It does not refer to contract-independent advice, i.e. to such explanations that are given without products being sold or services being rendered by us.

2. Details and information about the suitability and application of our products do not release the Ordering Party from the obligation to conduct their own tests and trials. In particular, the Ordering Party is not exempt from testing the suitability of our products for the intended purpose. The Ordering Party is responsible for complying with statutory and official regulations when using our products.

3. We reserve the property rights and copyrights to all documents we make available. Any disclosure or forwarding to third parties are subject to our written consent. If the order is not placed, all documents are to be returned without delay upon request. The Ordering Party's documents may be made accessible to third parties to whom we wish to transfer deliveries or services.

## Section 3 Conclusion of contract

1. Our offers are non-binding and are deemed to be an invitation to the Ordering Party for the submission of an offer. As a matter of principle, the order placed by the Ordering Party constitutes the offer to conclude a contract. If the order placed by the Ordering Party varies from our offer, the Ordering Party is to indicate the variations separately.

2. We can accept orders within 2 weeks.

3. The first processing of an offer is free of charge, unless we expressly point out to the Ordering Party in advance that costs shall be incurred. Further offers and design work shall only be free of charge insofar as the order becomes and remains valid.

4. Descriptions and illustrations of our products in technical documents, brochures, company brochures, catalogues and price lists etc. are non-binding unless their inclusion in the contract has been expressly agreed; they do not exempt the Ordering Party from conducting its own tests. Product and service descriptions on the internet can, of course, only be of a general nature; if the Ordering Party wishes to derive binding quality agreements or the suitability for use for the application it intended, it must make reference to this in the order.

5. The order must contain all details regarding execution of the order. This applies to all our deliveries, services, work and other performances. This includes in particular, but is not limited to, information about article designation, quantity, dimensions, material, material composition, pre-treatment, processing specifications, treatment instructions, storage, standards and all other technical parameters and physical characteristics. Lacking, incorrect or incomplete information shall be deemed expressly not agreed and shall not give rise to any obligations on our part, neither in terms of performance and warranty claims nor in terms of claims for damages. We are entitled to obtain further information that serves the proper execution of the order.

6. Orders shall be placed in writing or electronically (EDI); orders transmitted verbally or by telephone shall be executed at the risk of the Ordering Party.

7. Orders as well as telephone and verbal agreements and agreements with our representatives are to be confirmed by us in writing. Invoices or computerised printouts designated by us as binding shall be deemed to be a written order confirmation. If we do not confirm the order in writing or in text form, the contract shall be deemed to have been entered into at the latest upon execution of the order.

8. If the Ordering Party cancels an order accepted by us, we shall be entitled to charge 10% of the delivery or service price for the costs incurred in processing the order and for the loss of expected profits, without prejudice to the possibility of asserting a claim for the actual damage we sustained as a result. The Ordering Party reserves the right to furnish proof of less damage.

9. Our services are stipulated in the order confirmation.

#### **Section 4 Call-offs**

1. Call-off orders shall be entered into for a maximum period of 12 months, whereby call-off dates and quantities shall be specified when the order is placed. As a matter of principle, call-offs must be made in such a way that the last delivery is made no later than 1 year after receipt of the order by us.

2. Call orders and delivery schedules require written delivery time agreements.

3. In the case of call orders, we are entitled to procure the material for the entire order and to produce the entire order quantity immediately.

4. Additional costs caused by a delayed call-off or subsequent changes to the call-off in terms of time or quantity by the Ordering Party shall be borne by the Ordering Party; our calculation shall be authoritative in this respect.

5. Unless otherwise agreed, all call-off orders are to be accepted within 6 months of the order being placed without the need for a request for acceptance. If this period has expired, we shall be entitled to invoice the goods and to dispatch them at the expense and risk of the Ordering Party or withdraw from the contract and claim damages.

#### **Section 5 Changes, measuring methods**

1. A separate contractual agreement is required for changes to the delivery item or service requested after conclusion of the contract.

2. We reserve the right to change the object of delivery or service appropriately in the event of lacking or incorrect information. Any disadvantages resulting from missing or incorrect information, in particular additional costs or damages, shall be borne by the Ordering Party.

3. We reserve the right to make technical changes to the object of delivery or service which do not jeopardise the contractual objective. If the Ordering Party considers changes to be unauthorised, it is to inform us without delay. Any changes requested by the Ordering Party can no longer be considered after our acceptance of the order, unless this has been expressly agreed.

4. For production-related reasons, we reserve the right to make excess or short deliveries to the extent customary in the industry, up to a maximum of 10% of the agreed order quantity. In the case of small orders, we reserve the right to charge a reasonable and customary minimum quantity or a reasonable and customary minimum flat-rate charge.

5. Partial deliveries are permissible insofar as they are reasonable for the Ordering Party. They are to be paid for separately on the corresponding partial invoice. If payment for a part delivery is delayed, we shall be entitled to refuse further execution of the order.

6. For tests for which certain temperatures, times and other measurement or control values are to apply, the corresponding measurement methods must be specified and recognised by both parties before delivery begins. If no specification is made, our measurement methods shall apply.

#### **Section 6 Delivery period, force majeure, delay**

1. The delivery period begins at the earliest with the despatch of the order confirmation. The start of the delivery period stated by us takes for granted complete clarification of all technical questions. Compliance with the deadline requires the timely receipt of all documents to be supplied by the Ordering Party, necessary authorisations, releases, the timely clarification and approval of plans, compliance with the agreed terms of payment and other obligations as well as the timely delivery of the items provided by the Ordering Party. The period shall otherwise be extended by a reasonable period. The delivery periods stated by us are approximate deadlines. The determination of the delivery period shall be subject to the correct and timely delivery by our own suppliers, taking due care to conclude congruent covering transactions. Compliance with our delivery obligations is subject to the timely and proper honouring of the Ordering Party's obligations to cooperate.

2. The delivery period shall be deemed met if the consignment has been dispatched within the delivery deadline or notification has been given that the delivery is ready. If the delivery is delayed for reasons for which the Ordering Party is responsible, the period shall be deemed to have been met upon notification of readiness for dispatch within the agreed deadline.

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3. In cases of force majeure, our delivery and performance periods shall be extended by the duration of the disruption that has occurred. Force majeure also includes, but is not limited to, circumstances for which we are not responsible, such as operational disruptions of all kinds, mobilisation, war, riots, strikes, traffic accidents, natural disasters, sabotage, serious illness of essential employees, pandemics, epidemics, quarantine, sovereign or official interventions and measures as well as other comparable events affecting us, subcontractors or upstream suppliers. This shall also apply if we were already in default when these circumstances occurred. We shall inform the Ordering Party immediately of the beginning and end of such hindrances. If delivery or performance is delayed by more than 6 weeks, both the Ordering Party and we shall be entitled to withdraw from the contract as part of the performance affected by the disruption. The contracting parties shall not be entitled to compensation in this respect.

4. We shall only be liable for damages caused by delay if we are responsible for the cause of the delay.

5. If the Ordering Party is in default with the acceptance of our products, we shall be entitled, after setting a reasonable grace period, to withdraw from the contract at our discretion and, if necessary, claim damages. This shall not affect the statutory provisions on the dispensability of setting a period and on asserting further claims to which we are legally entitled.

6. The filing of insolvency proceedings, submission of an affidavit in accordance with Section 807, ZPO, (German Code of Civil Procedure), discovery of a significant deterioration in financial circumstances, other payment difficulties and default in payment shall entitle us to withhold further deliveries until all due invoices have been settled, refuse to execute current contracts and demand the return of products subject to our retention of title and advance payments for products yet to be delivered by way of security. In such cases, outstanding claims shall fall due for payment immediately.

7. Unless expressly agreed otherwise, all Incoterms used by us refer to the Incoterms 2020 published by the International Chamber of Commerce (ICC).

### Section 7 Transfer of risk, transport and packaging

1. As a matter of principle, delivery "ex works" is agreed upon. Dispatch shall be at the expense and risk of the Ordering Party irrespective of the place of dispatch. Risk shall pass to the Ordering Party as soon as the consignment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of despatch. Even if carriage paid delivery has been agreed, delivery shall be handled at the risk of the Ordering Party. If dispatch is delayed at the Ordering Party's request, risk shall pass to the Ordering Party upon notification of readiness for dispatch. Unless otherwise agreed in writing, we shall determine the means of transport and the transport route. In the event of damage to or loss of the goods during transport, the Ordering Party is to arrange for an inventory to be performed without delay and inform us accordingly.

2. If dispatch or delivery is delayed at the instigation of the Ordering Party, we shall claim storage charges amounting to 1% of the invoice amount for each month or part thereof, up to a maximum of 5% of the net amount, subject to proof of higher damages. The Ordering Party reserves the right to furnish proof of less damage.

3. Return shipments are to be agreed with us in advance and may only be performed by forwarders commissioned by us. The cheapest method of despatch is at all times to be chosen, taking transport safety into account.

4. If the Ordering Party specifies a particular mode of transport, the additional costs shall also be borne by the Ordering Party.

5. Unless otherwise agreed, we shall determine the type and scope of packaging. The choice of packaging shall be made to the best of our judgement, with consideration given to due care. Disposable packaging shall become the property of the Ordering Party.

6. Our registered office is deemed the place of performance for the services and payments stated in the order.

### Section 8 Tools and equipment

1. Tools and equipment manufactured by us or by third parties on our behalf shall remain our property, including if the manufacturing costs are borne in full or in part by the Ordering Party.

2. In the case of tools owned by the Ordering Party or tools provided by the Ordering Party on loan, our liability with regard to storage and care shall be limited to the same care as in our own affairs. Costs for maintenance and insurance shall be borne by the Ordering Party.

### Section 9 Reservation of title, securities and offsetting

1. The delivered products shall remain our property until payment in full of all claims resulting from the Ordering Party's business relationship with us.

2. In the event of behaviour contrary to the contract on the part of the Ordering Party, in particular in the event of default of payment, we shall be entitled to take back the delivery. The taking back or seizure of the delivery by us shall not constitute a cancellation of the contract unless we expressly confirm this in writing. We shall be authorised to realise the goods; the proceeds of realisation shall be set off against the Ordering Party's liabilities, less reasonable realisation costs. The Ordering Party undertakes to handle the delivery with care.

3. The Ordering Party is authorised to process, mix or combine our products with other products in the ordinary course of business until further notice. In the event of processing, we shall be deemed to be the manufacturer and shall directly acquire (co-)ownership of the manufactured item in accordance with Section 950, (BGB). In the event of mixing or combining, we shall acquire (co-)ownership in the ratio of the value of our reserved goods to the new uniform item.

4. The Ordering Party may, upon cancellation, sell the goods delivered subject to reservation of title or the items manufactured from those in the ordinary course of business. In order to secure our claims, the Ordering Party hereby assigns to us the claims obtained through

the sale to the extent that corresponds to our (co-) ownership share in the sold item. We hereby accept the assignment. The Ordering Party is entitled to collect the assigned claims as long as we have not revoked this authorisation. We shall only revoke the right to resell and collect receivables if our Ordering Party fails to properly fulfil their contractual obligations. It shall also expire without express revocation if the Ordering Party ceases to make payments.

5. At our request, the Ordering Party undertakes to provide us with a precise list of the claims to which we are entitled, including the names and addresses of the buying entity, the amount of the individual claims, invoice data, etc. and to provide us with all information necessary for the assertion of the assigned claim and to allow us to check this information and to issue us with publicly certified documents on the assignment of the claims at his expense.

6. If our securities in accordance with the above paragraphs exceed our claims by more than 20%, we shall release securities of our choice at the request of the Ordering Party.

7. As long as our retention of title exists, the Ordering Party may neither assign the reserved goods or the items manufactured from them as security nor pledge them. In the event of seizure or other interventions by third parties, the Ordering Party must inform us immediately in writing so that we can file an action in accordance with Section 771, ZPO (German Code of Civil Procedure) and provide us with all information and documents necessary to protect our rights. Enforcement officers or third parties must be informed of our ownership. If a third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771, ZPO, the Ordering Party shall be liable for the loss incurred by us, subject to the assertion of further claims due to damage, alteration or destruction of the item itself.

8. The Ordering Party hereby declares his consent that the persons commissioned by us to collect the reserved goods may enter or drive onto the property or building on or in which the reserved goods are located for this purpose to take possession of the reserved goods.

9. We are entitled to offset all counterclaims to which we are entitled against the Ordering Party against the Ordering Party's claims.

### Section 10 Price and payment terms

1. As a matter of principle, our prices are in euros "ex works" (EXW) plus the VAT applicable on the day of delivery as well as customs and insurance costs. Value added tax shall be shown separately on the invoice. Special packaging is charged at cost price. The prices apply to the individual order, not retroactively or for future orders. Repeat orders are new orders. Additional costs such as packaging, freight, shipping costs, customs, assembly, insurance and bank charges will be charged separately.

2. We reserve the right to change our prices appropriately at our reasonable discretion if price-relevant cost reductions or cost increases occur after conclusion of the contract, in particular due to collective labour agreements or changes in the price of materials and energy. We shall

exercise this right in particular if there are more than 4 months between the original calculation and the date of performance. In the event of cost reductions, e.g. relating to products from third-party suppliers, we shall be entitled to reduce the prices insofar as these cost reductions are not fully or partially offset by increases in other areas. We can only use price increases, e.g. relating to products from third-party suppliers, to increase costs to the extent that they are not offset by any reduced costs in other areas. In exercising our reasonable discretion, we shall select the time of a price change in such a way that cost reductions are not taken into account in accordance with standards that are less favourable to the Ordering Party than cost increases. We shall notify the Ordering Party in writing of any price change in good time before the changed prices take effect. The Ordering Party may terminate the contract in writing in the event of a subsequent price increase, but only within 2 weeks from the date on which the Ordering Party received the announcement of the price increase.

3. Payments must be made exclusively by bank transfer to the account details stated in our invoice and are due without deduction within 30 days of the invoice date. Payments by cheque or bill of exchange are not permitted and shall be deemed not to have been made. An agreed cash account is only granted on condition that all payment obligations from previous deliveries have been fulfilled. All payments are to be made free of charges.

4. If the purchase price is deferred, if instalments are granted or if the term of payment is exceeded, the Ordering Party shall be charged interest at the usual bank rate, but at least 2% above the respective base rate of the European Central Bank, even without a reminder.

5. Payments shall first be offset against costs, then against interest and then against the older primary claim. In this respect, the Ordering Party waives the right to determine how his payments are to be utilised.

6. In the event of default of payment, we may demand default interest in the amount of 10 percentage points p.a. above the respective base interest rate in accordance with Section 247, BGB. A higher damage caused by default can be proven. However, the Ordering Party is entitled to prove that no or less damage has been incurred.

7. The Ordering Party shall only be entitled to offset or withhold payments if his counterclaim is undisputed or has been legally established or is ready for judgement.

8. The assignment of claims against us requires our consent.

9. The Ordering Party shall only have a right of retention if the counterclaim is based on the same contractual relationship and is undisputed or legally established or disputed but ready for judgement or if we have materially breached our obligations arising from the same contractual relationship despite a written warning and have not offered adequate security.

10. If our performance is indisputably defective, the Ordering Party shall only be entitled to withhold payment to the extent that the amount withheld is in reasonable proportion to the defects and the anticipated costs of remedying the defects.



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**11.** The payment deadlines shall remain in force even if delays in delivery occur through no fault of our own.

**12.** In order for us to be exempt from VAT in the case of intra-Community deliveries, we require a so-called confirmation of arrival from the Ordering Party. The Ordering Party, therefore, undertakes to confirm to us in writing after receipt of the subject matter of the contract that it, in the capacity of the buying entity, has received the subject matter of the contract as the object of an intra-Community delivery.

**13.** Insofar as VAT is not included in our invoice, in particular because we assume an "intra-Community delivery" within the meaning of Section 4 No. 1 b in conjunction with Section 6 a of German Value Added Tax Act (UStG) on the basis of information provided by the Ordering Party and we are subsequently charged with a VAT payment (§ 6 a IV UStG), the Ordering Party shall be obliged to pay us the amount with which we have been charged. This obligation exists irrespective of whether we have to subsequently pay VAT, import VAT or comparable taxes in Germany or abroad.

**14.** Insofar as our claim for payment appears to be jeopardised as a result of circumstances occurring after conclusion of the contract which, in our view, give rise to fears of a significant deterioration in the Ordering Party's financial position, we shall be entitled to declare outstanding claims due for immediate payment. If the Ordering Party is in arrears with payment, which in our view indicates that our claim is jeopardised, we shall also be entitled to take back products already delivered, to enter the Ordering Party's premises if necessary and to take the products away. We may also prohibit further processing of the delivered products. This shall not apply if the Ordering Party is not responsible for the payment arrears. Taking back the goods does not constitute cancellation of the contract. In both cases, we may demand advance payment for outstanding deliveries or services. The Ordering Party can avert all these legal consequences by providing security in the amount of our jeopardised payment claim. We are entitled to the usual type and scope of securities for our claims, even if they are conditional or limited in time. The statutory provisions on default of payment shall remain unaffected.

### Section 11 Industrial property rights

**1.** We shall only be liable for infringements of industrial property rights insofar as we are responsible for them and insofar as industrial property rights which are valid in the Federal Republic of Germany and published at the time of delivery are infringed when our products are used in accordance with the contract.

**2.** Orders based on drawings, sketches, models, samples or other documents or information provided to us shall be executed at the risk of the Ordering Party. If, in such a case, a third party claims that we infringe an industrial property right, e.g. by manufacturing or supplying our products, we shall be entitled, without further examination and subject to our other rights, to refuse fulfilment of the contract and to cease our activities in this respect. If we infringe third party industrial property rights as a result of the fulfilment of such

orders, the Ordering Party shall indemnify us against claims by third party rights holders. Any further damages and costs shall be borne by the Ordering Party.

**3.** The Ordering Party undertakes to inform us immediately of any risks of infringement and alleged cases of infringement of which he becomes aware.

### Section 12 Returns

**1.** We manufacture on a made-to-order basis. The return of goods delivered by us that are free of defects is excluded. If, by way of exception, we agree to take back goods that are free of defects, a credit note will only be issued to the extent that we establish unrestricted reusability. For the costs of inspection, preparation, reworking and repackaging, the actual costs, at least 20% of the invoice amount or at least 100 euros, shall be deducted. Such a credit note shall not be issued, but shall only be used to offset future deliveries.

### Section 13 Defects, warranty and limitation period

**1.** It is incumbent upon the Ordering Party to inspect the goods without delay after delivery in accordance with Section 377, HGB (German Commercial Code), or comparable foreign national or international provisions and to notify us in writing of any defects and damage recognised in this connection as well as later immediately after their discovery, but at the latest after 5 working days, giving a precise description of the defects. Otherwise the delivery shall be deemed to have been approved without defects. The provisions of Section 377, HGB, shall apply accordingly to services and work performances. Notification of defects must be made in writing. The Ordering Party shall make one or more parts from the affected delivery available to us without delay. The notification of defects does not release the Buyer from the fulfilment of payment obligations.

**2.** If the item is defective, we shall be entitled, at our discretion, to remedy the defect or make a replacement delivery (subsequent fulfilment) or issue a credit note within a reasonable period of grace to be set by the Ordering Party. Parts replaced in the course of remedying the defect shall become our property upon dismantling. If the Ordering Party has not set us a deadline for remedying the defect or has set us a deadline that is too short, he shall not be entitled to remedy the defect himself or have it remedied by a third party without our prior written consent, even in urgent cases. If rectification of defects or replacement delivery fails or cannot be carried out, e.g. because we are entitled to refuse subsequent fulfilment due to the disproportionate costs involved, the Ordering Party shall be entitled to withdraw from the contract or reduce the price at his discretion.

**3.** In the case of third-party products, even if they have been installed or otherwise used in our products, we shall be entitled to initially limit our liability to the assignment of the warranty claims to which we are entitled against the supplier of the third-party products, unless the settlement from the assigned right fails or the assigned claim cannot be enforced for other reasons. In this case, the Ordering Party shall again be entitled to the rights from the preceding paragraph 2.

4. Unless otherwise agreed, we reserve the right to make customary deviations (e.g. in quality, colour, thickness, weight, finish or pattern). The characteristics specified in our performance description define the properties of the delivery item comprehensively and conclusively. In particular, public statements, promotions or advertising by the seller or manufacturer or their agents or third parties do not constitute a contractual specification of quality. Our declarations in connection with this contract, e.g. descriptions of performance or reference to DIN standards, do not contain any assumption of a guarantee. Only our express written declarations regarding the assumption of a guarantee are authoritative. Information in product descriptions and product specifications does not constitute a guarantee for the quality of the item or that the item will retain a certain quality for a certain period of time, subject to their inclusion as quality specifications within the meaning of Section 434, BGB.

5. Claims for defects shall not exist in the event of only insignificant deviations from the agreed quality or in the event of only insignificant impairment of usability. The Ordering Party's warranty rights shall be excluded if the defect is due to improper use of our products or use not in accordance with the intended purpose, failure to adhere to our installation instructions in our catalogues or our website and the guidelines for storage, maintenance and cleaning of rubber products in accordance with DIN 7716, the presence of excessive stress or natural wear and tear due to their material properties, in particular in the case of parts in contact with the workpiece, improper modifications, faulty maintenance or faulty and negligent handling. In the context of repairs without legal obligation, the Ordering Party shall only be entitled to claims for defects if this has been expressly agreed.

6. The expenses required for the purpose of subsequent fulfilment shall be borne by the Ordering Party insofar as they increase because the products have been moved to another location after our delivery, unless the relocation corresponds to their intended use.

7. Recourse claims of the Ordering Party against us in accordance with Section 478 of German Civil Code (BGB) shall only exist insofar as the Ordering Party has not reached an agreement with his buying entity that goes beyond the statutory claims for defects.

8. Unless expressly agreed otherwise, the limitation period for claims and rights due to defects in our products is 1 year from delivery to the Ordering Party. We shall be liable for repairs and replacement parts to the same extent as for the delivery item, namely until the expiry of the limitation period for claims for defects applicable to the original delivery item. However, the limitation period contained in sentence 1 of this clause shall not apply in the cases of Section 438(), No. 1, BGB o German Civil Code (BGB) (defects of title in immovable objects), Section 438 para. 1 no. 2 of German Civil Code (buildings, objects for buildings), Section 479 para. 1 of German Civil Code or Section 634 a para. 1 no. 2 of German Civil Code.

9. The limitation periods in accordance with clause 8 shall also apply to all existing claims for damages against us in connection with the defect — irrespective of the legal basis

of the claim. Insofar as claims for damages of any kind exist against us which are not related to a defect, the limitation period in accordance with Section 12 clause 8 sentence 1 shall apply to them.

10. The limitation periods in accordance with Section 12 clauses 8 and 9 shall not apply in the case of intent, if we have fraudulently concealed the defect or have assumed a guarantee of quality, in the case of claims for damages in cases of injury to life, body or health or freedom of a person, in the case of claims arising from the Product Liability Act, in the case of a grossly negligent breach of duty or in the case of a breach of essential contractual obligations.

11. Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of time limits shall remain unaffected.

#### Section 14 Liability

1. With the exception of liability under the German Product Liability Act (ProdHaftG) due to fraudulent concealment of a defect, due to a guarantee that we have assumed for the quality of the products or a service, or for damages resulting from culpable injury to life, limb or health, we shall only be liable to the Ordering Party for damages in the event of a breach of obligations arising from the contract concluded between us in accordance with the following provisions, without, however, waiving the statutory requirements for such liability.

2. We shall only be liable for the culpable breach of material contractual obligations and for the wilful or grossly negligent breach of other contractual obligations owed to the Ordering Party. The essential contractual obligations are those obligations which must be fulfilled in order for the contract to be properly executed and on the fulfilment of which the Ordering Party can and does typically count.

3. In the event of a simple negligent breach of material contractual obligations, our liability shall be limited to compensation for foreseeable, typically occurring damage.

4. Our liability shall be excluded in the event of a simple negligent breach of other, i.e. non-essential contractual obligations towards the Ordering Party.

5. The above limitations of liability shall also apply to breaches of duty by persons whose fault we are responsible for in accordance with statutory provisions.

6. A change in the burden of proof to the detriment of the Ordering Party is not associated with the above limitations.

7. The Ordering Party shall only have a right of recourse against us insofar as the Ordering Party has not reached an agreement with his buying entity that goes beyond the statutory claims for defects and damages.

8. Our liability is excluded insofar as the Ordering Party has effectively limited his liability towards his buying entity.

9. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives, vicarious agents and assistants.

10. Insofar as liability is excluded or limited in accordance with the above, the Ordering Party shall also be under obligation to indemnify us against third-party claims.

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11. In all other respects, the statutory provisions shall apply.

12. The Ordering Party undertakes to inform us immediately in writing of any claims asserted by third parties and to reserve all defence measures and settlement negotiations for us.

### Section 15 Cancellation

1. The Ordering Party may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the breach of duty; in the case of defects, the statutory requirements shall apply. In the event of a breach of duty, the Ordering Party must declare within a reasonable period of time after being requested to do so by us whether it is cancelling the contract due to the breach of duty or insisting on delivery.

2. The right of the Ordering Party to demand compensation instead of performance in the case of a mutual contract is excluded by the cancellation.

3. In the event of a breach of duty by the Ordering Party, in particular in the event of default in payment and non-acceptance of the delivery, we shall be entitled to withdraw from the contract and to take back the service rendered and to claim damages after the unsuccessful expiry of a reasonable period of grace set for the Ordering Party. The statutory provisions on the dispensability of setting a deadline and on the assertion of further claims to which we are legally entitled remain unaffected by this.

### Section 16 Confidentiality

1. If the Ordering Party comes into contact with our business secrets and/or know-how during the execution of the order, he must maintain secrecy about this and take precautions to ensure that our interests worthy of protection are not violated and that knowledge worthy of protection is only used in connection with the order or the subsequent use of the object of the order itself. In particular, the Ordering Party shall bear the burden of proof that the trade secrets and/or the know-how were already known to him beforehand or were at least obvious. The Ordering Party undertakes to treat all commercial and technical details in connection with the order as business secrets. He is obliged to keep the documents and information confidential even after completion of the respective contract. Reproduction is only permitted within the scope of operational requirements and copyright regulations. Disclosure to third parties may only be made with our written consent.

### Section 17 Items provided

1. In the event of claims by the Ordering Party for damage to or destruction of items provided by the Ordering Party or handed over to us for processing, we shall only be liable for intent and gross negligence; liability for simple negligence is excluded. Normal wear and tear are excluded from liability. The Ordering Party is obliged to take out "external insurance" to the required extent for the items provided.

2. For products provided, e.g. raw materials and blanks, the Ordering Party shall be responsible for checking and guaranteeing the quality (e.g. material, dimensional accuracy, etc.); we shall only carry out an incoming goods

inspection with regard to quantity, identity and a visual inspection for obvious transport damage. We are not obliged to carry out any further inspections.

3. If the materials provided prove to be unusable as a result of material defects for which the Ordering Party is responsible, we shall be reimbursed for the processing costs incurred.

4. We shall not be liable for damage caused by inaccurate labelling and marking of the materials provided by the Ordering Party.

5. The Ordering Party is obliged to compensate us for all damages, including loss of profit, which we incur as a result of the provision of material which cannot be processed and for which he is responsible.

6. We shall not provide compensation for rejects that are customary in the industry.

### Section 18 Compliance

1. The Ordering Party confirms that it has no direct or indirect business or other connections to terrorists, terrorist organisations or other criminal or anti-constitutional organisations. The Ordering Party shall, in particular, adopt appropriate organisational measures to ensure the implementation of applicable embargoes, the European regulations on combating terrorism and crime applicable in the context of the supply relationship and the corresponding US or other applicable provisions as part of its business operations, in particular by means of appropriate software systems. As soon as our products have left our respective premises, the Ordering Party shall be solely responsible for compliance with the above provisions and shall indemnify us against all claims and costs incurred by us due to a corresponding breach of law by the Ordering Party, its affiliated companies or employees, representatives or vicarious agents, including reasonable lawyers' and consultants' fees or administrative fees and fines.

2. We shall comply with the provisions of the European Chemicals Regulation No. 1907/2006 ("REACH") directly applicable to us and shall be liable for this in accordance with Section 13. The Ordering Party shall be solely responsible for any negative consequences resulting from inadequate information furnished by the Ordering Party, in particular incorrect or incomplete instructions for use within the supply chain.

3. The Ordering Party undertakes to comply with foreign trade regulations, in particular the applicable German, European and US export control regulations.

### Section 19 Applicable law; Miscellaneous

1. The law of the Federal Republic of Germany shall apply exclusively, excluding the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. Aachen is deemed the place of jurisdiction for all legal disputes resulting from the contractual relationship, — provided the Ordering Party is a merchant —. We may also bring legal action against the Ordering Party at the competent court for its registered office.

**3.** In the event that a provision of these General Terms and Conditions of Sale is or becomes invalid in full or in part, this shall not affect the validity of the remaining provisions of these General Terms and Conditions of Sale. The parties agree at this point in time to replace an invalid provision with a legally permissible provision that comes closest to the economic intent of the invalid provision. This shall also apply in the event of an unintended omission in the provisions.

**4.** We are entitled to process data in accordance with the German Federal Data Protection Act.