

General Terms and Conditions of Sale/Delivery of Wilhelm Schröder GmbH

§ 1 General/Scope

These Terms and Conditions of Sale apply exclusively unless they are amended by express agreement to the contrary, at least in text form, between the parties. Wilhelm Schröder GmbH (hereinafter referred to as the "Seller") does not recognise any Terms and Conditions of the Buyer that conflict with or deviate from these Terms and Conditions of Sale unless the Seller has expressly agreed to their validity in writing. If an agreement was made verbally, it must be presented in text form within 24 hours, otherwise, it is deemed not to have been made from the outset.

These Terms and Conditions of Sale also apply if the Seller carries out the delivery to the Buyer without reservation in the knowledge that the Buyer's Terms and Conditions conflict with or deviate from these Terms and Conditions of Sale.

All agreements made between the Seller and the Buyer for the purpose of executing this contract are set down in writing in this contract.

These Terms and Conditions of Sale only apply to entrepreneurs within the meaning of § 310 sub-para 1 BGB (German Civil Code).

These Terms and Conditions of Sale also apply to all future transactions with the Buyer.

§ 2 Offer / Offer documents

If the order is to be qualified as an offer in accordance with §145 BGB, the Seller can accept it within two weeks.

The Seller reserves the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that

are designated as "confidential". Before passing them on to third parties, the Buyer requires the express written consent of the Seller.

§ 3 Purchase price/Terms of payment

The purchase price is the price quoted by the Seller.

The Seller reserves the right to increase the price of the goods, after due notice to the Buyer and before delivery of the goods, as may be necessary due to general price developments beyond the Seller's control (such as exchange rate fluctuations, currency regulations, changes in customs duties, significant increases in material or manufacturing costs) or due to changes in suppliers.

Unless otherwise stated in the offer or unless otherwise agreed in writing between the Seller and the Buyer, all prices quoted by the Seller are on an "ex works" basis. If the parties have agreed on a different place of delivery, the Buyer shall bear the costs for transport, packaging and insurance.

Prices are exclusive of Value Added Tax, which the Buyer must pay additionally to the Seller.

Interest on arrears must be charged at a rate of 9 % above the respective base rate. We reserve the right to claim higher damages for delay.

Unless otherwise stated on the invoice, the Buyer shall pay the purchase price within 30 days of the invoice date. The statutory rules concerning the consequences of default in payment apply.

Payments should only be made by bank transfer or cheque; bills of exchange will not be accepted as fulfilment of the payment obligation.

It may be agreed between the contracting parties that the Buyer shall open a documentary letter of credit through its bank (or another bank acceptable to the Seller). In this individual case, it is stipulated that the letter of credit must be opened in accordance with the General Rules and Practices for Documentary Credits, 1993 Revision, ICC Publication No. 500.

If the Buyer fails to make payment on the due date, the Seller may, without waiving any other rights or claims it may have at its option:

terminate the contract or suspend further deliveries to the Buyer; or

charge the Buyer interest on the unpaid amount at the rate of 9 % per annum above the base rate of the European Central Bank from time to time until final, and full payment has been made. The Buyer is entitled to prove that no or only minor damage has been incurred as a result of the delay in payment.

The Buyer is only entitled to set off rights if its counterclaims have been legally established, are undisputed or have been acknowledged by the Seller. Furthermore, it is entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

§ 4 Securities

The Seller is entitled to securities of the usual type and scope for its claims, even if they are conditional or limited in time.

§ 5 Retention of title

The Seller retains ownership of the purchased item until all payments arising from the delivery contract have been received. In the event of conduct in breach of contract on the part of the Buyer, in particular, in the event of default in payment, the Seller is entitled to take back the purchased item. The taking back of the object of sale by the Seller shall constitute a withdrawal from the contract. After taking back the object of sale, it is entitled to realise it; the proceeds of realisation are set off against the liabilities of the Buyer – less reasonable realisation costs.

The Buyer is obliged to treat the object of sale with care; in particular, it is obliged to insure it adequately at its own expense against damage by fire, water and theft at its replacement value. If maintenance and inspection work is required, the Buyer must carry this out in good time at its own expense.

In the event of seizures or other interventions by third parties, the Buyer shall notify the Seller in writing without delay so that the Seller can bring an action in accordance with § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse the Seller for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the Buyer is liable for the loss incurred by the Seller.

The Buyer is entitled to resell the purchased item in the ordinary course of business; However, it already now assigns to the Seller all claims in the amount of the final invoice amount (including VAT) of its claim that arise from the resale to its customers or third parties, regardless of whether the purchased item has been resold without or after processing. The Buyer remains authorised to collect this claim even after the

assignment. The authority of the Seller to collect the claim itself remains unaffected by this. However, it undertakes not to collect the claim as long as the Buyer meets its payment obligations from the proceeds received, does not fall into arrears with payment, and, in particular, no application has been made to open composition or insolvency proceedings, or payments have been suspended. If this is the case, however, the Seller can demand that the Buyer disclose the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

The processing or transformation of the object of sale by the Buyer is always carried out for the Seller. If the object of sale is processed with other objects not belonging to the Seller, the Seller acquires co-ownership of the new object in the ratio of the value of the object of Sale (final invoice amount, including VAT) to the other processed objects at the time of processing. In all other respects, the same applies to the item created by processing as to the purchased item delivered subject to reservation of title.

If the object of sale is inseparably mixed with other objects not belonging to the Seller, the Seller acquires co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount, including VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the Buyer's item is to be regarded as the main item, it is deemed to be agreed that the Buyer shall transfer co-ownership to the Seller on a pro rata basis. The Buyer holds the sole ownership or co-ownership thus created in safe custody for the Seller.

The Buyer also assigns to the Seller the claims to secure its claims against it that arise against a third party through the connection of the object of sale with a plot of land.

The Seller undertakes to release the securities to which it is entitled at the Buyer's request insofar as the realisable value of these securities exceeds the claims to be secured by more than 10 %; the Seller is responsible for selecting the securities to be released.

§6 Delivery periods, delivery dates

Delivery periods commence on the date of the Seller's order confirmation, but not before full clarification of all details of the order; the same applies to delivery dates.

All delivery periods and dates are subject to unforeseeable production disruptions and timely self-supply with the necessary input materials insofar as such events occur through no fault of the Seller.

If the Buyer fails to fulfil contractual obligations – including obligations to cooperate or ancillary obligations – such as opening a letter of credit, providing domestic or foreign certificates, making an advance payment or similar, in good time, the Seller is entitled to postpone its delivery periods and dates – without prejudice to its rights arising from default on the part of the Buyer – in accordance with the requirements of its production process.

The date of dispatch ex works is decisive for compliance with the delivery periods and dates.

In the event of non-compliance with delivery deadlines, the Buyer is only entitled to the rights under §§ 281, 323 BGB if it has set the Seller a reasonable deadline for delivery which – in this respect in deviation from §§ 281, 323 BGB – is combined with the declaration that it will refuse acceptance of performance after the deadline has expired; after the deadline has expired unsuccessfully, the claim to performance is excluded.

In the event of delay, the Seller is liable in accordance with §11 (Liability) for the damage caused by delay proven by the Buyer.

The Seller will immediately inform the Buyer of the expected duration of the delay in delivery. After becoming aware of the duration of the delay in delivery, the Buyer shall immediately inform the Seller of the amount of the anticipated damage caused by the delay. If the anticipated damage caused by the delay exceeds 20 % of the value of the quantity affected by the delay in delivery, the Buyer is obliged to immediately seek a corresponding covering purchase, if necessary, to take advantage of covering purchase opportunities proven by the Seller by withdrawing from the contract for the quantity affected by the delay in delivery; the proven additional costs of the covering purchase and any damage caused by the delay proven for the interim period is reimbursed by the Seller.

If the Buyer fails to comply with its obligations to mitigate damages under the preceding paragraph, the Seller's liability for proven damage caused by delay is limited to 50 % of the value of the quantity affected.

The Buyer can withdraw from the contract without setting a deadline if the entire delivery becomes definitively impossible for the Seller before the transfer of risk. In addition, the Buyer may withdraw from the contract if, in the case of an order, the execution of a part of the delivery becomes impossible, and the Buyer has a justified interest in refusing the partial delivery. If this is not the case, the Buyer shall pay the contract price attributable to the partial delivery. The same applies in the event of incapacity on the part of the Seller. In all other respects, § 11 (Liability) applies.

§ 7 Force majeure

In cases of force majeure, the contracting party affected thereby is released from the obligation to deliver or accept the duration and extent of the effect. The Seller will inform the Buyer in good time in writing or text form.

A case of force majeure is deemed to exist in the case of any unforeseeable, serious event such as, in particular, war, terrorist conflict, epidemics or pandemics (insofar as at least an increased level of risk has been determined by the Robert Koch Institute and continues at the time of performance of the contract), illnesses, quarantine measures or industrial disputes (including strikes or lawful lock-outs) that are beyond the control of a contracting party and as a result of which a contracting party is prevented in whole or in part from fulfilling its obligations, including fire damage, energy and raw material shortages, transport bottlenecks or obstacles through no fault of its own, floods, strikes as well as operational disruptions (fire, water, machinery damage) or official orders and lawful lock-outs for which it is not responsible.

The contracting parties undertake to adapt the contract to the changed circumstances in good faith. For the duration and extent of the direct and indirect effects, the contracting parties shall be released from their obligations under the contract and is not liable for damages in this respect. In any case, the Seller is entitled to postpone the delivery by the duration of the impediment or to withdraw from the contract in whole or in part due to the part not yet fulfilled, provided that the Seller has complied with its duty to inform and that it can no longer reasonably be expected to fulfil the contract and that it has not assumed the procurement risk or a delivery guarantee.

§ 8 Dimensions, weight, quality

Deviations in dimensions, weight and quality are permissible in accordance with DIN, EN, ISO or the applicable practice.

§9 Shipping, packaging and transfer of risk

The Seller determines the forwarding agent or carrier.

If the loading or transport of the goods is delayed for a reason for which the Buyer is responsible, the Seller is entitled to store the goods at the Buyer's expense and risk at its reasonable discretion, to take all measures deemed appropriate for the preservation of the goods and to invoice the goods as delivered. The same applies if

goods notified as ready for dispatch are not called within four days. The statutory provisions on default of acceptance remain unaffected.

To the extent customary in the trade, the Seller shall deliver the goods packaged and protected against rust; the costs are borne by the Buyer. Packaging that goes beyond the purpose of transport or other special protection, e.g., for longer-term storage, requires an express agreement.

The risk passes to the Buyer when the goods are handed over to the forwarding agent or carrier, but at the latest when the goods leave the factory or the warehouse.

In the event of damage in transit, the Buyer shall immediately arrange for a statement of facts to be made with the competent authorities and notify the Seller of the result in writing without delay, at the latest, however, within 8 (eight) days of receipt of the consignment. The defective parts are to be returned free to the Seller's works or free to the respective delivery warehouse.

Insofar as the Seller assumes the transport insurance for factory truck shipments within the framework of the general policy concluded by it or by the forwarding agents commissioned by him, the settlement of transport damage is effected in accordance with the Seller's insurance conditions against presentation of the description of the facts of the case by the truck driver, the original waybill as well as the assignment of rights for the damage incurred.

§9a. Packaging take back

(1) Pursuant to § 15 Abs. 1 S. 1 of the Packaging Act (VerpackG), manufacturers and subsequent distributors in the supply chain (each as defined by the Packaging Act) of:

- Transport packaging
- Sales packaging and secondary packaging which, after use, does not typically accumulate as waste at private end consumers
- Sales and secondary packaging for which system participation is not possible due to system incompatibility pursuant to Section 7 (5).
- sales packaging of pollutant-containing products or- reusable packaging

shall be obliged to take back, free of charge, used, completely empty packaging of the same type, shape and size as that which they put into circulation at the place of actual handover or in the immediate vicinity thereof.

(2) Insofar as we as the Seller have not made any other arrangements with the Buyer, we as the Seller are the manufacturer or the subsequent operator in the supply chain within the meaning of § 15 Abs. 1 S. 1 VerpackG (German Packaging Act) and we as the Seller have used packaging material within the meaning of Clause 9.1 (hereinafter referred to as "packaging material" in this Clause 9) when supplying a product, the following shall apply:

The Seller shall take back the packaging material free of charge at the place of actual delivery or in the immediate vicinity thereof, insofar as the Seller is requested to do so by the Buyer prior to or upon delivery. By taking back the packaging material, the Seller shall ensure that the packaging material is returned to the recycling cycle. In all other respects, the statutory provisions shall apply.

§ 10 Claims for defects

The goods are in conformity with the contract if they do not deviate or deviate only insignificantly from the agreed specification at the time of the transfer of risk; conformity with the contract and freedom from defects of the Seller's goods are measured exclusively in accordance with the express agreements on the quality and quantity of the goods ordered. Liability for a specific purpose or specific suitability is only assumed insofar as this has been expressly agreed; otherwise, the risk of suitability and use is borne exclusively by the Buyer. The Seller is not liable for deterioration or destruction or improper handling of the goods after the transfer of risk. In its deliveries, the Seller shall comply with the applicable statutory regulations of the European Union and the Federal Republic of Germany, e.g., the REACH Regulation (Regulation EC No. 1907/2006), the Act on the Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG) as national implementation of Directive 2002/95/EC (RoHS) and Directive 2002/96/EC (WEEE) and the End-of-Life Vehicles Act as national implementation of EU Directive 2000/52/EC.

The Seller shall inform the Partner without delay of any relevant changes to the goods, their deliverability, usability or quality, in particular, those caused by the REACH Regulation, and shall coordinate suitable measures with the Partner in individual cases.

Contents of the agreed specification and any expressly agreed purpose of use do not constitute a guarantee; the assumption of a guarantee requires a written agreement.

The Buyer has to examine received goods immediately after receipt. Claims for defects only exist if defects are reported immediately in writing; hidden material defects must be reported immediately after their discovery. After an agreed acceptance has been carried out, the notification of defects that can be detected during this acceptance is excluded.

In the event of complaints, the Buyer shall immediately give the Seller the opportunity to inspect the rejected goods; upon request, the rejected goods or a sample thereof shall be made available to the Seller at the Seller's expense. In the event of unjustified complaints, the Seller reserves the right to charge the Buyer for freight and handling costs as well as for inspection expenses.

In the case of goods that have been sold as declassified material – e.g., so-called II-a material – the Buyer is not entitled to any claims for defects with regard to the stated defects and those that it must normally expect.

In the event of a material defect, the Seller shall, at its discretion – taking into account the interests of the Buyer – provide subsequent performance either by replacement delivery or by rectification of the defect.

If the subsequent performance by the Seller is not successfully carried out within a reasonable period of time, the Buyer may set the Seller a reasonable deadline for subsequent performance, after the fruitless expiry of which the Buyer may either reduce the purchase price or withdraw from the contract; no further claims exist. § 11 (Liability) remains unaffected.

In the event of a defect of title, the Seller is entitled to subsequent performance by remedying the defect of title within two weeks of receipt of the goods. In all other respects, Clause 6, Sentence 2 apply accordingly.

The limitation period in the case of defective delivery ends – except in the case of intent or gross negligence – after the expiry of one year after delivery. This is without prejudice to the statutory limitation periods for goods which have been used in accordance with their customary use for a building and have caused its defectiveness; rework or replacement does not restart the limitation period.

The reduction of the limitation period to one year does not apply to claims against the Seller based on mandatory statutory provisions on the recourse of intermediaries in the supply chain (§§ 478 BGB).

The Seller's liability for damages arising from injury to life, limb or health caused by a defect for which the Seller is responsible is not affected by the shortening of the limitation period in this clause.

The Buyer's right of recourse against the Seller in accordance with § 478 BGB is limited to the statutory scope of the third-party claims for defects asserted against the Buyer and requires that the Buyer has complied with its obligation to notify the Seller of defects in accordance with § 377 HGB (German Commercial Code).

A withdrawal of tools, devices, machines, equipment, etc., which are the property of the Seller, requires a mutual written agreement. In the absence of such an agreement,

the deduction of such items is not permitted even if they are used exclusively for the manufacture of a customer-specific product.

A deduction from tools, devices, machines, equipment or the like in the possession of the Seller, which are the property of the Buyer or a third party is, only be permissible on the basis of intent or gross negligence attributable to the Seller. The prerequisite for this is that the Seller is proven to be at fault and is notified in writing at an early stage that the consequences are significant and that the Seller is given a reasonable period of time to remedy the causes. If the tools, devices, machines, equipment or the like are withdrawn, the semi-finished and finished products manufactured with them is also accepted; for finished products, the agreed sales price is paid, for semi-finished products, the price corresponding to the value added already provided is paid. In addition, input materials and purchased parts are to be accepted at the respective purchase prices plus an appropriate processing lump sum insofar as they serve the manufacture of the corresponding products.

§ 11 Liability

For damages due to injury to life, body or health, in case of intent or gross negligence by the Seller, its legal representative or vicarious agents as well as for damages covered by a guarantee granted by the Seller, the Seller is liable in accordance with the statutory provisions.

The liability of the Seller – irrespective of the legal grounds – is limited to damages caused by him intentionally, by gross negligence or by breach of duties essential for the fulfilment of the purpose of the contract and on the compliance with which the Buyer may regularly rely, caused by slight negligence. Claims for damages in accordance with the German Product Liability Act, due to the absence of a quality guarantee and due to injury to life, body or health or due to other mandatory legal provisions remain unaffected. The same applies to breaches of duty by vicarious agents of the Seller.

In cases of grossly negligent breach of duty or slightly negligent breach of duties essential for the fulfilment of the purpose of the contract, the Seller's liability is limited to the amount of the foreseeable, typically occurring damage. Liability for consequential and pecuniary damages as well as for loss of profit is not covered by the foreseeable, typically occurring damage.

§ 12 Miscellaneous

Proof of export: If a Buyer domiciled outside the Federal Republic of Germany (external Buyer) or its agent collects goods and transports or dispatches them to the external territory, the Buyer shall provide the Seller with the export certificate required for tax purposes. If this proof is not provided, the Buyer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany from the invoice amount.

Applicable Law: the law of the Federal Republic of Germany applies to the exclusion of the "United Nations Convention on contracts for the International Sale of goods of 11 April 1980".

Place of performance and jurisdiction: the place of performance and jurisdiction for all types of proceedings is exclusively the Seller's place of business.

Severability clause: Should any provision of these Terms and Conditions and the further agreements made be or become invalid, this does not affect the validity of the remainder of the contract. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of economic success.