

General Terms & Conditions of Sales of TRUPLAST Sonneberg GmbH & Co. KG

1. Scope

- 1.1 Our conditions of sale are intended for use in the field of B2B- business.
- 1.2 All of our deliveries, services and offers are made exclusively on the basis of these general terms and conditions of sale. These are part of all contracts that we conclude with our contractual partners (hereinafter referred to as "customers") for the deliveries or services offered by us. General terms and conditions of our customers or third parties only apply to the extent that we have expressly agreed to them.
- 1.3 Our conditions of sale also apply if we make deliveries to the customer without reservation in the knowledge of conflicting or deviating conditions of the customer. Even if we refer to a letter that contains or refers to the terms and conditions of the customer or a third party, this does not constitute consent to the validity of those terms and conditions.
- 1.4 Our terms of sale also apply to all future business relationships, even if they are not separately agreed again.

2. Conclusion of a contract

- 2.1 Our offers are subject to change until they are accepted by the customer. Our catalogs, pamphlets and price lists do not count as offers. If an order is to be viewed as an offer in accordance with Section 145 BGB, we can accept it within two weeks of receipt. Orders placed by the customer are binding on him.
- 2.2 Our written order confirmation is decisive for the content and scope of the agreement made. Only with this does the contract with our customer come into being. Oral side agreements, assurances, guarantees or other promises that go beyond the content of the written contract do not apply.
- 2.3 Any change requests made by the customer after the order confirmation must be confirmed by us. The customer bears any additional costs resulting from this.

3. Prices, terms of payment, set-off and right of retention

- 3.1 The prices are "ex works" excluding packaging, transport and ancillary costs, e.g. B. Customs and import duties, plus the applicable statutory sales tax. The packaging will be charged at cost price and will only be taken back if we are obliged to do so due to mandatory legal regulations. If the cost factors change after the offer has been submitted or after the order has been confirmed, we are entitled to make price adjustments. In the case of follow-up orders, we are not bound to previous prices.
- 3.2 The customer undertakes to pay the contractually agreed remuneration within fourteen days of receipt of the invoice without any deduction by transferring to one of our specified accounts.
- 3.3 If the payment deadline is exceeded, default occurs without a reminder. In this case, without prejudice to other statutory claims, we are entitled to charge default interest of 9 percentage points above the respective base rate of the European Central Bank p.a. without the need for a reminder. As far as we can prove a higher damage caused by delay, we are entitled to assert this.
- 3.4 In the event of default in payment by the customer, our claims from the entire business relationship shall become due, provided they are not opposed by any other objections by the customer. In this case we are also entitled to request advance payment.
- 3.5 The customer can only offset against our claims or only exercise a right of retention if his claim is recognized by us or if it has been legally established 4. Delivery time, delivery delays, force majeure

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- 4.1 The start of the delivery time specified by us presupposes the clarification of all technical questions, the timely receipt of all documents to be procured by the customer and the timely performance of any agreed down payment. A delayed performance of the customer's payment obligations or the delay or failure to cooperate with the customer will result in a corresponding extension of the delivery date.

Changes initiated by the customer within the meaning of section 2.3 of these conditions of sale also lead to an appropriate extension of the delivery period.

- 4.2 If an export license is required for the delivery and this is not available on the planned delivery date despite a proper and timely application, the delivery date will be extended until it is issued. Claims for damages cannot arise from this and cannot be asserted against us.
- 4.3 The delivery time is complied with if the delivery item has left our works by the time it expires or we have notified the customer of readiness for dispatch. Part deliveries are permitted.
- 4.4 We are not liable for the impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. strikes, measures in the context of epidemics and pandemics, e.g. from COVID-19, operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, temporary shutdowns and other restrictions (such as restart phases) of production facilities, closings of ports and national borders, restrictions on export and import due to cross-border diseases, epidemics and pandemics, legal lockouts, shortages of labor, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the lack of, incorrect or late delivery by upstream suppliers, war, acts of terrorism, embargo, virus and other attacks by third parties it was caused by our IT system (insofar as this was done despite compliance with the usual care taken with protective measures), for which we are not responsible. If such events make the delivery or service significantly more difficult or impossible for the hindrance and us is not only of a temporary nature, we are entitled to withdraw from the contract. In the case of temporary obstacles, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by means of an immediate written declaration to us.
- 4.5 If we fall behind with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability is limited to compensation in accordance with Section 9 of these General Conditions of Sale.
- 4.6 If dispatch or delivery is delayed at the customer's request or through the fault of the customer, the costs incurred by the storage can be charged to him, beginning one month after notification of readiness for dispatch, but at least 0.5% of the invoice amount for each month if the goods are stored in our factory. The contracting parties are at liberty to provide evidence of higher or lower storage costs.
- 4.7 If the customer is in default of acceptance or if he violates other obligations to cooperate, we are entitled to claim the damage we have incurred, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased item is also transferred to the customer at the point in time at which the customer is in default of acceptance.
- 4.8 If, after the conclusion of the contract, it becomes apparent that the customer's financial capacity has decreased significantly, we can suspend further execution of the contract until the customer has completed his performance or has provided a bank guarantee or comparable security of our choice. The same applies if the customer is repeatedly and / or significantly behind with his payments. If the customer does not comply with such a request, we can withdraw from the contract.

5. Place of performance, dispatch, transfer of risk and insurance

- 5.1. The place of performance for all obligations arising from the contractual relationship is Sonneberg, unless otherwise specified.
- 5.2. Unless otherwise agreed, the risk is transferred to the customer at the time and to the extent that the product or parts thereof leave our factory premises or when the customer is informed that the product is ready for dispatch. This also applies to deliveries made by our employees, to deliveries made carriage paid and free of packaging.
- 5.3. If part of the delivery cannot be delivered due to the customer's delay in acceptance after completion and notification of readiness for dispatch, we will fulfill our obligation to perform by storing the delivery. In this case, the customer is obliged to assume all costs incurred by us after the invoices have been sent. We will inform the customer immediately in writing about the storage. Statutory claims for compensation remain unaffected. In this case, the risk of accidental loss or accidental deterioration of the product is transferred to the customer at the point in time at which the customer is in default of acceptance.

- 5.4. At the request and expense of the customer, the delivery will be insured against the risks specified by the customer. We are entitled to take out transport insurance at his own expense.
- 5.5. The customer hereby assigns his claims against the insurance company to us in the event of damage. He is obliged to do everything possible to maintain the insurance claim, in particular to provide the insurance company and us with the necessary notifications and documents in good time.
- 5.6. In the case of deliveries abroad, the customer bears the risk of the shipment. The customer is responsible for carrying out any necessary customs clearance measures, as well as complying with any existing official import regulations of the country of destination.

6. Copyright and Document Ownership

We reserve our copyrights, even after the contract has been fulfilled. Software and documents (drawings, declarations, cost estimates, etc.) made available to the customer may not be made accessible to third parties. They must be returned to us at our request. They remain our property. The right of use is limited to the customer or the contractually agreed user.

7. Retention of Title

- 7.1 The delivery item remains our property until all claims to which we are entitled against the customer from the business relationship have been met.
- 7.2 The customer is permitted to process or transform the delivery item ("processing"). The retention of title extends to the full value of the products resulting from processing, mixing or combining the goods. If the right of ownership of third parties remains in the event of processing, mixing or combining with goods of third parties, we shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods at the time of processing. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title. Insofar as we acquire ownership or co-ownership under this Section 7 (retention of title), the customer is obliged to keep this for us with the care of a prudent businessman.
- 7.3 In the event of the sale of the delivery item or the new goods, the customer hereby assigns his claim from the resale against his customer with all ancillary rights to us as a precaution, without the need for further special declarations. The assignment applies including any balance claims. However, the assignment only applies to the amount that corresponds to the price of the delivery item invoiced by us. The portion of the claim assigned to us is to be satisfied with priority.
- 7.4 Until further notice, the customer is authorized to collect the claims assigned to us in accordance with this section 7 (retention of title). The customer is obliged to immediately forward payments made on the assigned claims up to the amount of the secured claim to us. If there are legitimate interests, in particular in the event of default in payment, suspension of payments, opening of insolvency proceedings or justified indications of overindebtedness or impending insolvency of the customer, we are entitled to revoke the customer's authority to collect. Furthermore, we are entitled to disclose the assignment of security, to utilize the assigned claims and to demand the disclosure of the assignment of security by the customer to his customers after prior warning and in compliance with a reasonable period of time.
- 7.5 If a legitimate interest is substantiated, the customer has to provide us with the information necessary to assert our rights against his customer (s) and to hand over the necessary documents.
- 7.6 The customer is prohibited from pledging or transferring ownership as long as the retention of title exists. In the event of seizure, confiscation or other dispositions or interventions by third parties, the customer must notify us immediately. The resale of the delivery item or the new goods is only permitted to resellers in the ordinary course of business and only under the conditions that the payment of the equivalent value of the delivery item is made to the customer. The customer is obliged to agree with the customer that the customer only acquires property with this payment.
- 7.7 If the realizable value of all security rights to which we are entitled exceeds the amount of all secured claims by more than 10%, we will release a corresponding part of the security rights at the customer's request. It is assumed that the requirements of the preceding sentence are met if the estimated value of the securities to which we are entitled reaches or exceeds 150% of the value of the secured claims. We are entitled to choose between various security rights when approving the release.

- 7.8 In the event of breaches of duty by the customer, in particular in the event of default in payment, we are entitled, even without setting a deadline, to demand the surrender of the delivery item or the new goods and / or - if necessary after setting a deadline - to withdraw from the contract; the customer is obliged to surrender. The request for the surrender of the delivery item / the new goods does not constitute a declaration of withdrawal on our part, unless this is expressly stated.

8. Liability for defects and statute of limitations

- 8.1 Claims for defects on the part of the customer require that he properly fulfills his obligation to examine and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). If the customer does not notify us of an obvious defect in writing within 3 working days after delivery, the delivery is deemed to have been approved.
- 8.2 In the event of a timely and justified complaint by the customer, we will repair or replace all defective parts at our option. Replaced parts are to be returned to us. In the case of rectification of the defect, we are obliged to bear all expenses required for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the delivery item has been moved to a location other than the place of performance. If a repair or replacement delivery is not possible or is refused or if it is delayed beyond a reasonable period or if it fails for other reasons for which we are responsible, the customer can either withdraw from the contract or reduce the purchase price.
- 8.3 The customer must give us the necessary time and opportunity to carry out all repairs that we consider necessary at our reasonable discretion, otherwise we are exempt from liability for defects.
- 8.4 The liability for defects does not apply if the customer changes the delivery item or has it changed by third parties without our consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer must bear the additional costs of remedying the defect resulting from the change.
- 8.5 We do not accept any liability for damage caused by natural wear and tear, unsuitable or improper use or treatment, in particular non-compliance with the maintenance instructions according to our operating instructions, excessive stress, incorrect assembly or commissioning by the customer or third parties.
- 8.6 If a defect is due to our fault, the customer can demand compensation for damages under the conditions specified in section 9 of these general terms and conditions of sale.
- 8.7 All claims of the customer - for whatever legal reason - become statute-barred after 12 months. If the delivery is delayed for reasons for which we are not responsible, our liability for defects ends at the latest 24 months after notification of readiness for dispatch to the customer. The aforementioned deadlines do not apply to claims for damages by the customer from injury to life, limb or health or from intentional or grossly negligent breaches of duty on our part or our vicarious agents, which are statute-barred in accordance with the statutory provisions. Claims under data protection law are also not covered by these deadlines.

9. Liability for damages

- 9.1 Our liability for damages, irrespective of the legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort, insofar as it is a fault, is limited in accordance with this section 9.
- 9.2 We are not liable in the case of simple negligence on the part of our organs, legal representatives, employees or other vicarious agents, unless it is a breach of essential contractual obligations. Essential to the contract are the obligation to timely delivery of the delivery item, its freedom from defects of title as well as those material defects that affect its functionality or usability more than just insignificantly, as well as advice, protection and custody obligations that are intended to enable the customer to use the delivery item in accordance with the contract. The aim is to protect the life and limb of the customer's staff or to protect their property from significant damage.
- 9.3 Our liability is limited to damage that we foresaw when the contract was concluded as a possible consequence of a breach of contract or that we should have foreseen had we exercised due diligence. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

- 9.4 In the event of liability for simple negligence in the event of a breach of essential contractual obligations, our liability to pay compensation for property damage and further financial losses resulting therefrom is limited to an amount of EUR 1,000,000 per claim (corresponding to the current coverage of our product liability insurance or liability insurance).
- 9.5 A change in the burden of proof to the detriment of the customer is not associated with the above regulations.
- 9.6 The above exclusions and limitations of liability apply to the same extent in favor of our organs, legal representatives, employees and other vicarious agents.
- 9.7 The restrictions of this section 9 do not apply to our liability for willful or grossly negligent behavior, for guaranteed characteristics, in the event of a breach of contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on whose compliance the customer regularly trusts and trusts may (cardinal obligation) in the event of injury or danger to life, body or health.
- 9.8 Our liability under the Product Liability Act remains unaffected

10. Data protection

The customer will take note of our declaration and information on the processing of personal data at the latest when the contract is concluded. The customer undertakes to comply with the regulations that apply to him when processing personal data in connection with the implementation of the contract between him and us and these general terms and conditions of sale.

11. Applicable law and place of jurisdiction, contract language, miscellaneous

- 11.1 German law is exclusively applicable to the General Conditions of Sale and all contracts to which they are to be applied, excluding the UN Sales Convention (Vienna Convention of the United Nations on Contracts for the International Sale of Goods, CISG for short).
- 11.2 The place of jurisdiction for all disputes regarding the interpretation, implementation and effectiveness of these General Conditions of Sale and the contracts to which they apply is our place of business.
- 11.3 The contract between us and the customer is concluded in German (contract language). If the customer is informed of these terms and conditions of purchase in a language other than the contractual language, this is only done to facilitate understanding. In the event of differences in interpretation, the text in the contract language applies.
- 11.4 Should one or more clauses of these terms and conditions be wholly or partially ineffective, this shall not affect the validity of the remaining provisions.
- 11.5 These conditions of sale are made out in German and English. The English version is only for the information of the customer and is not part of the legal transaction. In the event of any discrepancies between the German and English versions, only the German version applies.

Sonneberg, January 1st, 2022