

General Terms and Conditions of Business (GTC)

of CHETRA Dichtungstechnik AG

§ 1

Scope of application

- 1.1 The contractor within the meaning of these terms and conditions is CHETRA Dichtungstechnik AG, and the client is the respective purchaser/customer.
- 1.2 The following Terms and Conditions of Business shall be part of the contract between the contractor and the client unless otherwise agreed upon in individual cases. They shall apply to all offers, deliveries and services (hereinafter "Services") and to all future business relations, even if they are not expressly agreed upon again.
- 1.3 All agreements, pledges and side agreements by the contractor's sales personnel shall be valid only if, after having been agreed upon, they are confirmed in writing (email shall suffice) by the contractor's management or authorised representatives thereof without delay.
- 1.4 Conflicting general terms and conditions of business or purchase of the client shall not apply, even if the contractor has not expressly objected to them.
- 1.5 These General Terms and Conditions of Business shall not apply in relation to consumers.

§ 2

Offer / order / order acknowledgement

- 2.1 All offers from the contractor, regardless of the form in which they are made available to the client, shall – unless otherwise agreed upon in writing – be non-binding and be subject to the contractor's ability to deliver. Such offers shall be subject to change without notice. An offer within the meaning of Section 145 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) shall be submitted by the client only through the client's placement of a binding order. Therefore, the contract between the contractor and the client shall, regardless of whether the contractor has submitted an offer, come into existence only upon the contractor's acknowledgement of the client's order. Acknowledgement of receipt of the client's order by the contractor shall not constitute acknowledgement of the order.
- 2.2 Deviations made by the client in relation to the contractor's offer shall be clearly marked in the order. Deviations in the contractor's order acknowledgement compared to the client's order shall likewise be clearly marked. The contractor and the client shall agree

upon deviations in writing without delay. In the event of a dispute, the contractor's order acknowledgement shall prevail.

§ 3

Scope of the Services

- 3.1 Unless otherwise agreed upon, the scope of the contractor's Services shall encompass the design, production and delivery (hand-over and assignment) of the service ordered.
- 3.2 If the contractor is required to deliver strictly in accordance with drawings, information or specifications provided by the client, this shall take place exclusively under the client's responsibility. The contractor shall not be obliged to check the completeness and accuracy of such drawings, information or specifications or for conflicting third-party property rights.

§ 4

Drawings, technical documents

- 4.1 Drawings, illustrations, dimensions, weights or other performance data shall be binding insofar as they are laid down in the order acknowledgement or are separately agreed upon. The contractor reserves the right to make technical changes, or changes required for technical reasons, insofar as these are necessary and reasonably acceptable to the client.
- 4.2 In-rem and intellectual ownership as well as existing property rights in calculations, cost estimates, drafts, drawings and other technical documents made available shall remain with the contractor. In all other respects, the provisions and limitations under Section 13 shall apply.
- 4.3 No property rights shall pass to the client as a result of the contractor's service. In particular, this means that Services of the contractor shall not entitle the client to copy the contractor's service using the contractor's property rights. The client shall also be obliged to safeguard the contractor's intellectual property and property rights. In particular, the client is prohibited from making drawings, calculations etc. available to third parties.

§ 5

Prices and payments

- 5.1 Unless otherwise expressly agreed upon, the contractor's prices shall apply ex warehouse Kirchheim-Heimstetten (EXW Incoterms 2020), with the addition of statutory value-added tax and packaging charges. Postage, freight charges as well as other

shipping charges and transport insurance shall be borne by the client insofar as the client has ordered the transportation by the contractor.

- 5.2 If the contractor is supposed to render the Services later than agreed upon at the client's request, this shall be subject to reimbursement of the cost of any intermediate storage; the payments for the Services shall, however, be made at the points in time originally agreed upon.
- 5.3 The contractor reserves the right to alter its prices accordingly if cost increases arise after the conclusion of the contract, particularly as a result of collective agreements or changes in the price of materials. The contractor shall be obliged to proceed in the same way in the case of cost reductions. Both cost reductions and cost increases shall be proven by the contractor to the client on request as soon as and insofar as they have arisen and shall be taken into account in the event of cost increases and cost reductions.
- 5.4 Invoices from the contractor for Services shall be payable strictly net cash within 30 days of the invoice date.
- 5.5 Payment by bill of exchange or cheque shall require prior agreement. Bill of exchange and discount charges shall be borne by the client. If the period allowed for payment is exceeded, the contractor shall be entitled to charge default interest at the rate of 9 percentage points above the base interest rate of the European Central Bank.
- 5.6 Except in the case of defect-related rights and claims resulting therefrom, the client shall be entitled to set off, withhold or reduce the fee only if its counter-claims have been declared final and absolute or are undisputed. However, the client shall have a right of retention only on the basis of counter-claims that have arisen from the same contractual relationship.
- 5.7 If the contractor accepts a cheque, a bill of exchange or a similar liability under a bill of exchange as payment of the fee, this type of payment shall always be deemed to be subject to clearance (Section 364 (2) BGB).

§ 6

Packaging; passage of risk

- 6.1 Unless otherwise agreed, an obligation to collect shall exist. This means that the risk shall pass to the client upon the hand-over of the service at the contractor's registered office.
- 6.2 If the service is not collected by the client from the contractor, the risk shall pass to the client upon the hand-over of the service to the carrier (obligation to send). This shall apply regardless of who bears the transport costs. If the delivery is supposed to take

place at a later date at the client's request, the risk shall pass on the originally agreed date for delivery or acceptance.

- 6.3 The contractor shall ensure that the Services are properly packaged.

§ 7

Delivery period

- 7.1 Dates for delivery shall be binding only if they are expressly designated in writing as binding in the order acknowledgement. The contractor may exceed by up to three weeks delivery dates not designated as binding.
- 7.2 The contractor shall be entitled to make sub-deliveries and render sub-services at any time insofar as these are reasonably acceptable to the client.
- 7.3 Insofar as the contractor defaults on delivery, the client shall be entitled to default-related compensation at the flat rate of 0.5 % for every full week of default, but in total up to no more than 5 % of the invoiced value of the Services affected by default. Claims beyond this shall be excluded unless default is due to wrongful intent or gross negligence on the part of the contractor.
- 7.4 In the event of default, the client shall be entitled to terminate the contract after it has twice set the contractor a reasonable grace period, and the contractor has failed to meet these grace periods.

§ 8 Force majeure

- 8.1 If one of the contracting parties is prevented by an event of force majeure from performing its contractual duties, these duties shall be suspended for the duration of the impact of the event of force majeure. Such event includes, but is not limited to, natural disasters, wars, terrorist attacks, pandemics, state orders, strikes, unrest or other unforeseeable and unavoidable events beyond the control of the party affected.
- 8.2 The party affected shall, without delay, give the other party written notification of the occurrence of an event of force majeure and its expected duration.
- 8.3 Neither party shall be entitled to assert damage claims or other legal claims on the basis of delay or non-performance during the duration of the event of force majeure. In particular, there shall be no entitlement to compensation or a contractual penalty on the basis of a delay caused by the event of force majeure.
- 8.4 As soon as the event of force majeure ends, the contracting parties shall be obliged to resume their contractual obligations without delay insofar as the provision of the service is still possible and can be reasonably expected. If the performance of the contractual duties becomes impossible or unreasonable over a prolonged period due to force

majeure, both parties shall be entitled to discontinue the contract without any damage claims or other claims arising. This right shall exist no earlier than 3 months after the occurrence of the circumstances giving rise to force majeure.

§ 9

Retention of title

- 9.1 The contractor shall retain title to the delivered Services (hereinafter "Goods under Retention of Title") until full payment has been received (where bills of exchange or cheques have been accepted, until these have been honoured), and the contractor's entire claims that have arisen from this business relationship – including from contracts concluded at the same time or at a later date – have been settled.
- 9.2 The client shall be entitled to sell the Goods under Retention of Title in the ordinary course of business. In case of the above, the client hereby assigns all claims, along with all ancillary rights, that accrue to it against purchasers or third parties from the on-selling. The contractor undertakes to refrain from collecting the claims as long as the client properly meets its payment obligations. In the event of default in payment, the contractor may demand that the client inform it of the assigned claims and the debtors concerned and that the client provide all information necessary for collecting the claims and hand over the documents relating hereto. In such case, the contractor shall be obliged to notify the debtor of the assignment.
- 9.3 If important contractual duties are breached, particularly in the event of default in payment, the contractor shall be entitled to repossess the Goods under Retention of Title. Repossession or attachment of the Goods under Retention of Title by the contractor shall constitute rescission only if the contractor has expressly declared so in writing. In case the Goods under Retention of Title are repossessed without a declaration of rescission, the client hereby permits the contractor to enter its business premises during the customary business hours and repossess the Goods under Retention of Title. In the event of attachment or any other third-party intervention, the client shall give the contractor immediate written notification and send a record of attachment and an affirmation in lieu of an oath concerning the identity of the item attached.
- 9.4 In case the Goods under Retention of Title are built into a third party's plot of land as essential parts by the client or on the client's behalf, the client hereby assigns its fee claims against the third party or the party concerned in a sum equal to the invoiced value of the transaction between the contractor and the client. This assignment shall include all ancillary rights, including the granting of any debt-securing mortgage to the client. The contractor accepts this assignment.
- 9.5 If the retention of title ceases to exist due to statutory acquisition of title, in particular due to combining, mixing or processing, the contractor shall acquire joint title in the ratio of the invoiced value of the transaction between the contractor and the client to

the value of the finished product. If the newly created item is sold on, the client shall assign to the contractor, up to the sum of the value of the Services, all claims that accrue to the client against the purchaser or third parties from the on-selling. The contractor accepts this assignment.

- 9.6 Until the satisfaction of all claims, including all outstanding open account balances, that accrue to the contractor on any legal basis whatsoever against the client presently or in future, the contractor shall have a claim against the client to the provision of suitable security. The contractor shall decide on the type and scope of the security at its reasonable discretion (Section 315 BGB). On request, the contractor shall be obliged to release security, including the retention of title, at its option if the value of the security sustainably exceeds by more than 20 % the value of the outstanding claims.
- 9.7 The contractor expressly reserves the right to assert further claims, particularly on the basis of default in payment.
- 9.8 Insofar as the Goods under Retention of Title have become an essential part of the end purchaser's plot of land, the contractor shall be entitled, following rescission of the contract, to remove the Goods under Retention of Title that can be removed without the structure of the building being significantly impaired. The client hereby undertakes to permit such removal and to transfer back to the contractor title to the removed Goods under Retention of Title. If these rights of the contractor are impaired, the client shall be liable to the contractor for damages. The removal costs as well as all other costs shall be borne by the client.

§ 10 Warranty

- 10.1 The point in time of the passage of risk shall be decisive for whether the condition of the Services corresponds to the contract.
- 10.2 The Services delivered shall be inspected immediately upon receipt, and any defect that has become apparent shall be reported to the contractor in writing without delay. The complaint must be received at the contractor no later than within two weeks of delivery. In particular, this applies to defects in terms of the external condition and the completeness of the delivery. Upon receipt of the delivery, the client shall immediately report any transport damage to the carrier and, whilst simultaneously giving notice of damage claims, cause the damage to be acknowledged on the consignment note. If the client fails to do so, the service shall be deemed approved. This means that the client shall no longer be able to assert any rights whatsoever from the defect not reported.

- 10.3 Defects that are not immediately detectable even upon careful inspection shall be reported in writing without undue delay after their discovery. Otherwise, the service shall be deemed approved also in respect of such defect.
- 10.4 In any event, the client's right to assert claims arising from defects shall become statute-barred six months after the timely reporting of defects, but no earlier than upon expiration of the warranty period. These claims shall accrue only to the client and not be assignable.
- 10.5 The warranty period shall begin at the time of delivery. The expiration of the warranty period shall not be suspended as a result of rectification or replacement.
- 10.6 The warranty period shall be determined as provided for in the order acknowledgement; otherwise, the warranty period shall be 1 (one) year. This shall not apply to cases under Section 438 (1) nos. 1 and 2 BGB or Section 634a (1) and (2) BGB.
- 10.7 If the delivered item is defective, the contractor shall be obliged to render supplementary performance, but it may, at its own option, either rectify the defective item delivered or replace it with a new defect-free delivery. The client shall be obliged to make the defective item available to the contractor for inspection and for supplementary performance by the contractor. The transport costs shall be borne by the contractor. The contractor shall render supplementary performance within a reasonable period. The contractor shall also inform the client of the result of the inspection conducted on the defective item. If the contractor reaches the conclusion that the warranty does not cover the defect reported, the client shall reimburse the contractor for the rectification or replacement costs.
- 10.8 Instead of the reimbursement of necessary installation and dismantling costs, the contractor reserves the right to perform the installation and dismantling in kind insofar as this does not involve any unreasonable difficulties for the buyer.
- 10.9 A prerequisite for the contractor's obligation to honour the warranty is that the delivered Services must be faultlessly installed by a recognised specialist company – in keeping with the relevant standards and recognised rules of engineering – and be used in strict compliance with the contractor's specifications/instructions (technical documentation etc.). The warranty period shall lapse if the defect that has arisen was caused by improper alteration or processing or any other improper treatment. The contractor shall not be liable for damage resulting from usage-related depreciation, parts subject to normal wear and tear, excessive use, defective servicing, damage caused by force, non-adherence to the contractor's technical documentation, incorrect use or operation and/or unsuitable operating materials.
- 10.10 If the contractor defaults on the elimination of a reported defect, the client shall have the right to eliminate the defect itself at cost or cause the defect to be eliminated by third parties, in which case the contractor shall reimburse the necessary costs.

- 10.11 If the defect has not been remedied despite two rectification attempts or two replacement deliveries, and the reasonable grace period set by the client has expired, the client may assert its right to reduce the fee or rescind the contract.

§ 11

Damage claims

- 11.1 Damage claims of the client on any legal basis whatsoever, in particular on the basis of impossibility, default or breach of the duties arising from the obligatory relationship or on the basis of tort, shall be excluded, subject to the limits specified below.

- 11.2 The contractor shall not be liable in the event of ordinary negligence on the part of its organs, statutory representatives, employees or other vicarious agents.

- 11.3 The limitation of liability in Section 11.2 shall not apply in the following cases:

Where a breach of material contractual duties is concerned. Material contractual duties are duties whose performance enables the proper implementation of the contract in the first place and in the observance of which the client may normally trust. This includes in particular the obligation to deliver on time, freedom from defects that impair the functionality or fitness for purpose more than merely insignificantly as well as the duties to provide advice, to protect and to exercise care that are supposed to enable the client to use the service in accordance with the contract.

Where loss arising from injury to life, body or health is concerned.

Where a breach of quality agreements or fraudulent concealment of defects is concerned.

- 11.4 In the event of a breach of material contractual duties, liability in terms of the sum shall be limited to the foreseeable loss typical of this type of contract, unless another case of unlimited liability specified in Section 11 is present at the same time.

- 11.5 Insofar as the contractor's liability is excluded or limited under Section 11, this shall also apply to the personal liability of its employees, workers, personnel and other vicarious agents.

- 11.6 The contractor's liability under the Product Liability Act (Produkthaftungsgesetz) remains unaffected.

- 11.7 Damage claims of the client shall become statute-barred after 12 months. If wrongful intent, gross negligence or one of the exceptions under Section 11.3 or a claim under the Product Liability Act is present, the statutory provisions on the statute of limitations shall apply.

§ 12

Confidentiality

All commercial or technical information originating from the contractor shall, unless this information is provably public knowledge, or the contractor intends it to be sold on by the client, be kept secret in relation to third parties and be made available at the client's own company only to persons who need to be involved in the use of this information and who are likewise bound to secrecy; this information shall remain exclusively the contractor's property. Such information shall not be copied or used commercially without the contractor's prior written consent. At the contractor's request, all information originating from the contractor (including any copies or records made) and items made available on loan shall, without delay, be fully returned to the contractor or destroyed.

§ 13

Property rights and copyrights

- 13.1 The contractor shall not be liable for claims ensuing from an infringement of industrial property rights or copyrights of third parties (hereinafter "Property Rights") if the property right is or was owned by the client or a company in which the client directly or indirectly holds a majority interest in terms of the capital or the voting rights.
- 13.2 The contractor shall not be liable for claims ensuing from an infringement of Property Rights unless at least one property right from the family of Property Rights has been published by the European Patent Office.
- 13.3 The client shall inform the contractor without delay of (alleged) property right infringements or risks in this connection that become known to it and shall on request - insofar as possible - leave it to the contractor to conduct legal disputes (also out of court).
- 13.4 The contractor shall, at its own option, be entitled to effect a right of use for the product/delivery item infringing a property right or to modify it in such a way that it does not infringe the property right concerned or to replace it with a product/delivery item of the same kind that no longer infringes the property right. If it is not possible for the contractor to do so on reasonable terms or within a reasonable period, the client shall – insofar as it has enabled the contractor to make a modification – be entitled to the statutory rights of rescission. The client's rescission claims in relation to the contractor shall exist only insofar as the client has not made with its customers any agreements, e.g. goodwill agreements, beyond the statutory claims.
- 13.5 Claims of the client shall be excluded insofar as the client is at fault for the property right infringement, or the client has failed to assist the contractor to a reasonable extent with averting third-party claims.

- 13.6 Furthermore, claims of the client shall be excluded if the delivered items are manufactured in accordance with the client's specifications or instructions, or the (alleged) property right infringement ensues from use in combination with another item not originating from the contractor, or the products are used in a manner that the contractor was unable to foresee (see also Section 3.3).
- 13.7 Further claims are excluded.

§ 14

Data protection

Provided that the statutory provisions are observed, the contractor shall be entitled to process or store the data concerning the client that it receives in connection with the business relationship insofar as this is necessary for the purpose of the contract or for safeguarding the contractor's legitimate interests, and there is no reason to assume that an overriding legitimate interest of the client prohibits this.

§ 15

Place of jurisdiction, applicable law, severability clause

- 15.1 Where the client is a merchant, a legal entity under public law or a special fund under public law, Munich is the agreed exclusive place of jurisdiction for all disputes between the contractor and the client. This shall apply even if the client does not have a place of general jurisdiction in the Federal Republic of Germany.
- 15.2 The laws of the Federal Republic of Germany apply. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Moveable Goods does not apply.
- 15.3 If any of the above provisions are or become ineffective, this shall not affect the validity of the remaining provisions. Instead, the contractor and the client shall agree upon a legally permissible provision.