

GENERAL TERMS AND CONDITIONS

This english version of our General Terms and Conditions applies only in cases in which our offer is written in english. In all other cases, the german version of our "Allgemeine Verkaufsbedingungen" applies.

§ 1 Scope of application

1. The following General Terms and Conditions (hereinafter referred to as "GTC") apply to the contractual relationships between TECNO PLAST Industrietechnik GmbH in Dusseldorf, Germany (hereinafter referred to as "TECNO PLAST"), and entrepreneurs as well as legal entities under public law, including special funds under public law.
2. All present and future deliveries, services and offers of TECNO PLAST shall be governed exclusively by these GTC, unless otherwise agreed in individual cases in accordance with § 1 No. 4 of these GTC or unless additional, special conditions apply to certain goods. At the latest, these GTC shall be deemed accepted upon receipt of the product or the service.
3. We hereby expressly object to any deviating terms and conditions or confirmations to the contrary of the customer. In particular, if we remain silent with regard to deviating terms and conditions, this shall not be deemed to be recognition or consent. This shall also apply if the customer refers to its terms and conditions of business or purchase in its response of confirmation or in any other manner.
4. Individual agreements made with the customer in individual cases (including ancillary agreements and supplements and amendments to the contract) shall take precedence over these GTC in all cases. To the extent that we agree to deviating terms and conditions of the customer, such agreement shall in case of doubt only apply to the specific individual case, but not to past or future deliveries and services.
5. Legally relevant declarations and notifications of the customer with regard to the contract (e.g. setting deadlines, notification of defects, withdrawal or reduction) must be made in writing (e.g. letter, email).

§ 2 Offer, contract formation and power of representation

1. Our offers are not binding. When the customer orders goods, this shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this offer of contract within two weeks of receipt by us.
2. We can also declare acceptance by delivering the goods to the customer. Otherwise, according to TECNO PLAST's general business practice, all offers of contract, agreements, ancillary agreements, amendments, supplements and confirmations shall only be made or accepted in writing. In particular, telephone assistance by TECNO PLAST employees shall not be deemed to be an agreed quality.

§ 3 Prices

1. Only prices that have been agreed in writing shall be valid. The customer will be invoiced separately for any changes subsequently requested by the customer.
2. The prices are ex works Dusseldorf, Federal Republic of Germany (ex works according to ICC Incoterms 2020) and are subject to the respectively valid statutory value added tax. They do not include the costs for packaging, freight, loading and unloading, transport, postage, insurance, installation, assembly and commissioning, or other shipping costs.

§ 4 Terms of payment, set-off

1. Any agreed discount shall not apply to freight, postage, insurance, or other shipping costs.
2. The customer may only offset our claims against claims that are uncontested or have been finally determined by a court of law.

§ 5 Delivery

1. Deliveries are made ex works Dusseldorf, Federal Republic of Germany (ex works according to ICC Incoterms 2020), which shall also be the place of performance for the deliveries. The goods may be shipped to another destination at the customer's request and expense. Unless otherwise agreed, we shall be entitled to determine the type of shipment (particularly the carrier, shipping route, packaging) ourselves.
2. Delivery dates or periods are agreed upon individually or are specified by TECNO PLAST on acceptance of the order.
3. We shall not be responsible for delays in delivery and performance due to force majeure and due to events on whose occurrence or non-occurrence we have no influence and which make delivery or performance substantially more difficult or impossible for us – including but not limited to strikes, lock-outs, official orders, difficulties in cross-border traffic and customs clearance, even if they occur at our freight forwarders, carriers, suppliers or our sub-suppliers – even in the case of bindingly agreed deadlines and delivery dates. Such events shall entitle us to postpone the delivery or service for the duration of the hindrance, plus a reasonable start-up time, or to withdraw from the contract in whole or in part with regard to the part not yet fulfilled; in the event of withdrawal, we shall immediately refund any consideration already rendered by the buyer. If we are unable to comply with binding deadlines or delivery dates, we will inform the customer about this immediately and announce the expected new deadline or the expected new delivery date at the same time, as applicable.
4. We shall be entitled to make partial deliveries and render partial services, provided these are reasonable for the customer.
5. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. However, a reminder from the customer shall be required in all cases.

§ 6 Statutory Warranty

1. The product properties described in our respective catalogue or in our respective product brochure, as well as in our instructions for use applying to these goods shall be deemed to be agreed for the goods we sell. Agreements relating to properties that deviate from or supplement the foregoing shall only apply if they have been agreed in accordance with § 1 No. 4 of these GTC.
2. The customer's warranty claims presuppose that the customer has complied with its statutory obligations to examine the goods and give notice of defects (§ 377 of the *Handelsgesetzbuch*, the German Commercial Code, the "HGB").
3. All defects must be reported in writing and state the order information, the invoice number and the goods item number. The customer must give us an opportunity to examine the complaints to determine whether they are correct.
4. If the delivered goods are defective, we may initially choose to provide subsequent performance by removing the defect (subsequent improvement) or to deliver a defect-free item (replacement delivery). This shall be without prejudice to our right to refuse subsequent performance under the statutory conditions.
5. The customer shall grant TECNO PLAST a reasonable period of time for subsequent performance. Only in urgent cases where operational safety is at risk, or in order to prevent disproportionately high damage, the customer shall have the right to eliminate the defect himself or have it eliminated by third parties, and to demand compensation from us for the expenditures objectively required for this purpose. We must be informed immediately, if possible beforehand,

of any such self-remedy. There shall not be a right of self-remedy if we would be entitled to refuse corresponding subsequent performance in accordance with the statutory provisions.

6. We shall bear or reimburse the expenditures required for inspection and subsequent performance in accordance with the statutory provisions if a defect is actually present, this applies in particular to transport and travel costs, costs of labor and materials, and if applicable costs of dismantling and installation. Otherwise, we can request reimbursement for the costs incurred as a result of the unjustified request for removal of defects (in particular, costs of inspection and transport) from the buyer, unless the absence of defects was not recognizable for the buyer.
7. We shall be entitled, at our discretion, either to dismantle the defective item and install the repaired or delivered defect-free item ourselves as needed, or to reimburse the buyer for the expenditures required to do this.
8. The customer shall have the right to reduce the contract price, or at its discretion to withdraw from the contract within the scope of the statutory provisions if the subsequent performance fails. If the defect is insignificant, the customer shall only be entitled to a reduction of the contract price.
9. TECNO PLAST shall not be liable for defects in the goods caused by the customer. In particular, TECNO PLAST shall not be liable for defects caused by the following behaviors of the customer: (i) disregard of the notes in our instructions for use applying to these goods, (ii) modifications to the goods carried out or initiated by the customer, (iii) unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, faulty or negligent handling, improper maintenance, unsuitable equipment, defective construction work, unsuitable foundation, chemical, electrochemical or electrical influences, (iv) natural wear and tear; – insofar as we are not responsible for them in each case.
10. The customer shall be solely responsible for the integration and functioning of the goods in its own overall system. TECNO PLAST does not assume any warranty for this.
11. If subsequent improvement by the customer or a third party is performed improperly, TECNO PLAST shall not be liable for any consequences arising therefrom. The same applies if changes are made to the goods without our prior consent.
12. Moreover, the customer shall only have claims for damages or compensation for futile expenditures in accordance with § 7 even in the case of defects, otherwise such claims shall be excluded.

§ 7 Liability

1. TECNO PLAST shall be liable for damage caused by TECNO PLAST itself, its legal representatives or vicarious agents, in the case of wrongful intent or gross negligence in accordance with the statutory provisions. The same applies to damage caused by negligence and arising from injury to life, limb, or health. In the case of property or financial damage caused by negligence, TECNO PLAST shall be liable only if TECNO PLAST itself, its legal representatives, or vicarious agents have breached an essential contractual obligation, whereas the amount of the liability shall be limited to the damage foreseeable and typical of the contract at the time the contract was entered into. Essential contractual obligations shall be those whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner usually relies and may rely.
2. The above limitations of liability shall also apply to breaches of duty by persons whose fault we are responsible for according to statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the properties of the goods and shall not affect claims of the customer under the *Produkthaftungsgesetz* (the German Product Liability Act, the "ProdHaftG") or under similar compulsory legal rules.

§ 8 Statute of limitations

In derogation of § 438 subsection 1 No. 3 of the *Bürgerliches Gesetzbuch* (the German Civil Code, the "BGB"), the general period of limitation for claims arising from defects as to quality or title shall be one (1) year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. However, claims for injury to life, limb, or health, cases of wrongful intent or gross negligence, as well as claims under the *ProdHaftG* shall be subject to the statutory limitation periods.

§ 9 Retention of title

1. The goods delivered by us shall remain our property until full payment of all our claims arising from the purchase contract and an ongoing business relationship, including future claims arising from contracts entered into at a later date (hereinafter referred to as "goods subject to retention of title").
2. Processing and treatment of the goods subject to retention of title shall be carried out for TECNO PLAST as the manufacturer within the meaning of § 950 of the BGB. The retention of title shall continue to apply to the processed goods in the ratio of the value of the invoiced goods to the value of the manufactured goods. The same shall apply in the case of blending.
3. The customer may sell, process, mix or combine the goods subject to retention of title only in the normal course of business, and only if it is not in default. The customer shall not be entitled to dispose of the goods subject to retention of title in any other manner, in particular, not to pledge them or transfer them as security or collateral. The authority of disposal shall end if the customer ceases to make payments or if an application for insolvency proceedings against its assets is made.
4. In the case of resale, the customer hereby assigns the claims to which it is entitled from the resale along with all ancillary rights to us as security until all claims from the business relationship have been fulfilled. The customer is obligated to provide us with all the information and documents needed to assert the customer's rights towards its buyers. The customer must inform us immediately in the case of seizure or any other confiscation by third parties. The customer shall be authorized to collect the assigned claims for TECNO PLAST.
5. If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the customer's request.

§ 10 Intellectual property, protection of trade secrets

1. We reserve our rights of ownership and copyrights to our illustrations, drawings, calculations and other documents. To the extent that we disclose trade secrets to the customer, the customer must treat these as confidential. The customer may disclose these to third parties only with our prior express written consent.
2. The customer is not permitted to examine or disassemble products and other items of TECNO PLAST (prohibition of "reverse engineering").

§ 11 Applicable law, place of jurisdiction, severability

1. Our registered office in Dusseldorf, Germany, shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship if the buyer is a merchant within the meaning of the HGB. In all cases, however, we are also entitled to file a suit at the place of performance of the obligation to deliver or at the buyer's general place of jurisdiction.
2. If a provision in these GTC, including this one, or a provision in the context of other agreements is or becomes invalid, the validity of the remaining provisions or agreements shall not be affected.