

I. Scope

1. All sales, deliveries, services and offers (hereinafter uniformly referred to as "**Deliveries**" / "**Delivery**") of Haltermann Carless Deutschland GmbH shall be made exclusively on the basis of the following General Terms and Conditions of Sale and Delivery (hereinafter referred to as "**GTC**"). They shall apply to entrepreneurs (§ 14 German Civil Code), legal entities under public law and special funds under public law (hereinafter uniformly referred to as "**Buyer**"). By accepting them without objection, the Buyer agrees to their exclusive application for the respective Delivery and for all subsequent transactions.

2. We do not recognise any terms and conditions of the Buyer that are contrary to, supplementary to or deviate from our GTC unless we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example, even if we carry out the Delivery to the Buyer without reservation in the knowledge of terms and conditions of the Buyer that are contrary to, supplementary to or deviate from our GTC.

3. We reserve the right to amend our GTC for objective reasons, in particular in the event of changes in the law, changes in jurisdiction or changes in economic circumstances. The Buyer declares his agreement with the exclusive validity of the amended GTC if he does not object to the validity in writing within one week after receipt and he was specifically informed by us of the significance of his conduct on the occasion of the announcement of the amended GTC.

II. Offer, sample, guarantees, conclusion of contract

1. Our offers are subject to change and non-binding with regard to prices, quantity, delivery period and delivery possibility. Unless otherwise stated, our written offers shall be valid for thirty (30) days.

2. The information and data contained in data sheets, brochures and other advertising and information material shall serve only as an indication and shall only become a binding part of the contract if we have expressly agreed to this in writing.

3. Properties of samples and specimens are only binding if this has been expressly agreed.

4. Statements as to quality and durability shall only be deemed to be guarantees if they are expressly designated as such. The same applies to the assumption of a procurement risk.

5. The contract shall only be binding for us if we issue the order confirmation in writing. Oral agreements require our written confirmation to be effective.

III. Prices, payment, default, termination in the event of insolvency application

1. Unless otherwise agreed, the prices are ex works (ex works Incoterms 2020) plus the costs for packaging and shipping as well as plus statutory value added tax, in the case of export deliveries customs duty as well as fees and other public charges.

2. All prices are based on the cost factors at the time of the conclusion of the contract or the order confirmation. If thereafter significant increases in the costs of raw materials, energy, freight or packaging material occur at our premises or those of our supplier and if these lead to a significant increase in our purchase prices or cost prices, we shall be entitled to demand immediate negotiations with the Buyer on a price adjustment, unless the price has been expressly confirmed as a fixed price. If no agreement is reached within a reasonable period of time, we shall be released from our obligation to deliver with regard to outstanding Deliveries.

3. Unless otherwise agreed, payment shall be made within thirty (30) days after invoicing without deduction. Receipt of payment on our accounts shall be decisive for compliance with payment deadlines.

4. In the event of default in payment, interest shall be due in the amount of 9 percentage points per annum above the respective base interest rate (§ 288 para. 2 in conjunction with § 247 BGB). The right to prove further damage caused by default is reserved.

5. We are not obliged to fulfil the contract as long as the Buyer does not fulfil his obligations from other contracts with us as agreed, in particular does not pay due invoices.

6. The Buyer may only offset or withhold payment against claims that are undisputed in writing or have been legally established.

7. We are entitled to make outstanding Deliveries only against advance payment or to make them dependent on the provision of security if the Buyer is in default with agreed payment terms even after the expiry of a reasonable grace period or if circumstances exist which, when applying customary banking standards, give rise to doubts about the Buyer's solvency. In these cases, we are furthermore entitled to make all claims against the Buyer arising from the business relationship due immediately.

8. The contract shall terminate without the need for a legally binding declaration by one of the contracting parties if an application is filed for the opening of insolvency proceedings against the assets of the Buyer and the competent insolvency court thereupon orders protective measures pursuant to sections 21, 22 InsO.

IV. Delivery and delivery times, force majeure, packaging, transfer of risk

1. Our written order confirmation shall be decisive for the type and scope of the Delivery. We are entitled to make partial deliveries insofar as they are reasonable for the Buyer.

2. The agreed delivery periods and dates shall always be deemed to be approximate unless a fixed date has been expressly agreed as such in text form. In the event of our delay in delivery, the limitation of liability in section V. 10 shall apply.

3. We shall not be liable for the impossibility of Delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. strike, lockout, insufficient supply of materials, raw materials or energy, lack of transport facilities, epidemics affecting our supply chain) for which we are not responsible. This also applies if these circumstances occur at our suppliers. We are also not responsible for the aforementioned circumstances if they occur during an already existing delay. If such events make Delivery considerably more difficult or impossible for us and if they are not only of temporary duration, this entitles us to withdraw from the contract. If the event is of temporary duration, the delivery periods shall be extended by the period of the hindrance plus a reasonable start-up period. We shall inform the Buyer in writing of the beginning and end of such reasons for hindrance as soon as possible.

4. If the Delivery of a total quantity in several call-offs has been agreed, the Buyer shall distribute the individual deliveries evenly over the calendar year. If more than 10% of the annual scope of delivery is to be called off in one calendar month, this shall require our prior written consent.

5. We determine the type of packaging and shipping.

6. The risk shall pass to the Buyer at the latest when the delivery item is handed over to the forwarding agent, carrier or other third party designated to carry out the shipment, even if we have assumed additional services such as loading, transport or unloading. If the Delivery is delayed due to circumstances for which the Buyer is responsible, the price risk shall pass to the Buyer on the day of notification of readiness for delivery. At the Buyer's request, we shall insure the respective consignment against theft, breakage, transport, fire and water damage at the Buyer's expense.

7. The Buyer must immediately assert complaints about transport delays, misreporting or transport damage vis-à-vis our forwarding agent and carrier and notify us of this without delay.

8. We are also not obliged to deliver to third parties at the behest of the Buyer.

9. The Buyer shall ensure that he can import the Delivery into the country of destination. The delay due to import control inspections shall not affect the buyer's obligation to make payment in due time (cf. section III.3).

V. Claims for defects, obligations of the Buyer in the event of notification of defects by his customers, reimbursement of expenses, liability

1. Claims for defects on the part of the Buyer presuppose that he has duly fulfilled his statutory obligations to inspect and give notice of defects. Delivered goods are to be inspected by the Buyer immediately after delivery, insofar as this is feasible in the ordinary course of business. If a defect becomes apparent, we must be notified immediately in writing, stating the exact nature of the defect and the delivery note or shipment number. If the Buyer fails to notify us, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection. If such a defect is discovered later, the notification must be made immediately after discovery, otherwise the goods shall be deemed to have been approved also in view of this defect. Section 377 of the German Commercial Code (HGB) remains unaffected. At our request, the documents, samples and/or the defective goods relating to the Delivery shall be returned to us. Claims of the Buyer due to defectiveness or incompleteness of the Delivery are excluded if he does not comply with this obligation.

2. If the goods are defective, we may, at our discretion, remedy the defects or provide a replacement free of defects as supplementary performance. Only if this should repeatedly fail or be unreasonable and it is not only a matter of insignificant defects, shall the Buyer be entitled to withdraw from the contract or to reduce the purchase price in accordance with the statutory provisions. Section 478 BGB remains unaffected. The Buyer shall be entitled to claims for damages in accordance with section V.6.

With regard to any replacement deliveries and rectification work, a limitation period for claims for defects of six (6) months from delivery or execution shall apply, which shall, however, run at least until the expiry of the limitation period for claims for defects for our original performance (cf. section V.9.).

3. The Buyer must inform us immediately of any notification of defects by his customer with regard to our delivery items. If the Buyer does not comply with this obligation, he shall have no claims for defects against us, including claims for reimbursement of expenses pursuant to § 478 BGB. The Buyer must also secure evidence in a suitable form and give us the opportunity to inspect it on request.

4. Advertising statements made by the Buyer to its customers or in its advertising materials which are not authorised by us in advance shall not constitute grounds for claims for defects against us.

5. Claims for defects do not exist in the case of only insignificant deviation from the agreed quality and/or only insignificant impairment of usability. We

shall not be liable for the suitability of the goods for the purposes intended by the Buyer, unless the intended purpose is the subject matter of the contract in writing.

6. We shall be liable without limitation under the German Product Liability Act, in cases of the express assumption of a guarantee or a procurement risk as well as for intentional or grossly negligent breaches of duty. We shall also be liable without limitation in the event of intentional or negligent injury to life, limb or health. We shall only be liable for property damage and financial loss caused by slight negligence in the event of a breach of such obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on the fulfilment of which the Buyer may rely to a particular extent ("essential contractual obligations"), but limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.

7. Claims for compensation for damage of any kind arising as a result of improper handling, modification, assembly and/or operation of the delivery items or as a result of incorrect advice or instruction by the Buyer are excluded, unless we are responsible for them. In addition, the Buyer shall bear full responsibility for the use of any design, trademark or trade name appearing on the goods at his request.

8. If the Buyer is entitled to claim damages instead of performance or to withdraw from the contract, he must declare at our request within a reasonable period of time whether and how he will make use of these rights. If he does not declare himself in due time or if he insists on performance, he shall only be entitled to exercise these rights after the fruitless expiry of a further reasonable grace period.

9. Claims due to defects shall become statute-barred twelve (12) months after the transfer of risk. The same shall apply to defects of title. In the event of intentional breaches of duty, claims arising from tort, the absence of guaranteed characteristics, the assumption of procurement risks and personal injury, the statutory limitation periods shall apply. If the performance is intended for a building and has caused its defectiveness, the limitation period for claims for defects shall be five (5) years. Sections 438 para. 3, 445b and 634 a para. 3 BGB remain unaffected.

10. If the Buyer incurs damage due to a delay for which we are responsible, he may demand 0.5% for each full week of the delay, but not more than a total of 5% of the invoice price of that part of the performance which cannot be used on time or in accordance with the contract as a result of the delay.

11. Any further liability for damages than provided for in the preceding paragraphs of this clause V. is excluded - regardless of the legal nature of the asserted claim.

12. The above limitations of liability shall also apply for the benefit of our executive bodies, legal representatives, employees and other vicarious agents in terms of reason and amount.

VI. Retention of title

1. We retain title to all goods delivered (hereinafter uniformly referred to as "Reserved Goods") until the Buyer has completely fulfilled all current and future obligations arising from the business relationship with us. This shall also apply if payments are made on specially designated claims. In the case of a current account, the Reserved Goods shall be deemed security for the balance claim.

2. Treatment and processing of the Reserved Goods shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without obligating us. The processed goods shall be deemed to be Reserved Goods within the meaning of these GTC. If the Reserved Goods are processed or inseparably mixed/combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the invoice value of the other items used at the time of processing or mixing/combining. If the Reserved Goods are combined or inseparably mixed with other items not belonging to us to form a uniform item and if this item is to be regarded as the main item, the buyer hereby assigns to us pro rata co-ownership to the extent that the main item belongs to him. The buyer shall keep the property thus created in safe custody for us free of charge.

3. Until our revocation, which is permissible at any time and without special justification, the Buyer shall be entitled to resell, process or transform the Reserved Goods in the ordinary course of business. Resale in this sense also includes installation in land or in facilities connected to buildings or use for the fulfilment of other contracts.

In the event of resale, the Buyer hereby assigns to us his purchase price claim against the customer arising from such a sale. If the Reserved Goods are sold by the Buyer together with other items not supplied by us, the assignment shall only apply to the value of the Reserved Goods sold in each case as stated in our invoice. In the event of the resale of items in which we have co-ownership shares in accordance with section VI.2, the assignment shall apply in the amount of these co-ownership shares. The assigned claims serve as security to the same extent as the reserved goods.

If the assigned claim is included in a current account, the Buyer already now assigns to us a balance from the current account corresponding to the amount of this claim.

Until our revocation, which is permissible at any time and without special justification, the Buyer is entitled to collect the claim assigned to us. At our request, he is obliged to notify his customers of the advance assignment to us and to provide us with the information and documents required to assert the claim.

The authority to sell shall expire upon cessation of payments, application for or opening of composition or insolvency proceedings or the initiation of receivership. The use for the fulfilment of contracts for work and services or contracts for work and materials shall also be deemed to be a sale in the above sense.

4. If the value of the securities existing for us exceeds our claims by more than 10% in total, we shall release corresponding securities of our choice at the Buyer's request.

5. The Buyer is not entitled to dispose of the Reserved Goods in any other way (pledging, transfer by way of security) or to make any other assignments of the claims referred to in section VI.3. In the event of seizure or confiscation of the Reserved Goods, the Buyer must point out our ownership and inform us immediately.

6. The Buyer is obliged to insure the reserved goods adequately at his own expense against all usual risks, in particular against fire, burglary and water hazards, to treat them with care and to store them properly.

7. If the Buyer is in default of payment of at least two purchase price installments, we shall be entitled to take back the Reserved Goods after unsuccessful expiry of a grace period set by us, even if we have not withdrawn from the contract.

VII. Performance by affiliated companies

At our request, any of our contractual obligations may also be fulfilled by an affiliated company within the meaning of section 15 of the German Stock Corporation Act (AktG). The justified interests of the Buyer shall be given due consideration in this respect. As long as the performance is equivalent, the relevant contractual obligations shall be deemed fulfilled.

VIII. Compliance, Code of Conduct for Business Partners, Embargo

1. The Buyer shall comply with all applicable laws, regulations and ordinances under the jurisdiction of any country in which it conducts business. This applies in particular to compliance with regulations relating to international trade, competition and antitrust law, corporate governance, taxes and duties, financial disclosure and occupational and plant safety, as well as compliance with anti-corruption, anti-money laundering, anti-discrimination and anti-trafficking provisions. Furthermore, the Buyer is obliged not to commit any criminal acts in connection with the fulfilment of its contractual obligations towards us (e.g. fraud or breach of trust, criminal acts against competition, granting of advantages, acceptance of advantages, bribery, corruption or comparable offenses).

2. The Buyer has taken note of our Code of Conduct for Business Partners in the currently valid version (available at <https://www.haltermann-carless.com/de/lieferanten-und-kundeninformation>) and assures that it has equivalent regulations at its disposal.

3. Goods delivered by us may not be used for the development, production or storage of weapons of war or mass destruction (nuclear weapons, biological weapons, chemical weapons or missiles). Delivered goods may not be forwarded either directly or indirectly to countries subject to a US embargo/EU embargo or to natural or legal persons who are on US, European or national banned lists.

4. In the event of a breach by the Buyer of its obligations under sections VIII. 1 to 5, we shall have a right of rescission or a right of extraordinary termination of all existing contracts with the Buyer for good cause. Furthermore, we are entitled to terminate ongoing contractual negotiations with the Buyer without prior notice.

IX. Observance of safety and other regulations

1. Unless otherwise agreed in individual cases, the Buyer is responsible for compliance with statutory and official regulations as well as recognised practices regarding import, transport, storage, handling, use and disposal of the goods.

2. The buyer is also obliged

- to familiarise themselves with all product information provided by us, including MSDS,
- to provide its employees, contractors, agencies and customers with sufficient instructions on how to handle the products,
- to take appropriate measures to prevent harmful effects on the environment and other hazards to persons or assets caused by our goods.

3. If the Buyer violates the obligations mentioned in sections IX.1. and 2. not insignificantly, we are entitled to withdraw from the contract after prior warning.

4. The Buyer shall be liable to us for all damage resulting from his failure to comply with the safety regulations and shall indemnify us against any corresponding claims by third parties.

X. Transfer of rights, use of trademarks

1. The transfer of the Buyer's rights arising from the contractual relationship is only permissible with our prior written consent.

2. The Buyer may only use the trademarks protected for us in his advertising with our prior consent, according to our specifications, in the original design and only for unmodified original goods. Our consent may be revoked at any time. The Buyer shall bear sole responsibility for the design of his advertising.

XI. Confidentiality, data protection

1. The Buyer shall treat the business and trade secrets disclosed to him within the framework of the contractual relationship, in particular the prices agreed with him, as strictly confidential and use them only for the purposes necessary for the performance of the business relationship. He shall only disclose them to third parties with our prior written consent. The Buyer shall inform his employees of this confidentiality obligation.

2. We collect and store the Buyer's data necessary for the transaction. When processing the Buyer's personal data, we observe the statutory provisions. Further details can be found in our data protection declaration available at <https://www.haltermann-carless.com/de/>.

XII. Choice of law, place of jurisdiction, priority of German version

1. The law of the Federal Republic of Germany applicable to the legal relationships of domestic contractual partners shall apply without exception; the application of the UN Convention on Contracts for the International Sale of Goods of 11.4.1980 is excluded.

2. The exclusive place of jurisdiction is Hamburg. However, we are also entitled to sue the Buyer at his general place of jurisdiction. Statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

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