

## 1. SCOPE AND APPLICATION

The following terms and conditions apply with regard to all current and future offers made by us and contracts concluded by us with as well as deliveries and services to entrepreneurs („Unternehmer“) (Paragraph 14 German Civil Code (BGB)), public-sector legal entities or special bodies or funds under public law (herein-after referred to as „Customers“). Any general conditions of business of the Customer shall become an integral part of the contract only, if and to the extent that we have expressly consented to the application thereof.

## 2. CONCLUSION OF THE CONTRACT

2.1 Unless our offers are explicitly defined as binding or contain a specific period for their acceptance they are subject to confirmation and are not binding. No contract shall come about until we have confirmed the order in writing, or by delivery.

2.2 The written sales contract shall be exclusively authoritative for the terms of the contract and, in particular, for the specifications of the goods and services. Any amendments and additions to the terms and conditions contained herein require our confirmation in writing. To the exemption of our managing directors and employees with special power of attorney („Prokuristen“), our employees are not authorized to enter into any oral agreements deviating herefrom. The transmission via telecommunication means, including but not limited to via fax or e-mail, fulfills the requirement of the written form, if a signed copy of the respective declaration is transmitted.

2.3 Details of the subject matter of the delivery contained in our brochures, price lists, catalogues and our offer (including, without limitation, weights, dimensions, tolerances and technical data) as well as our descriptions of the same (including, without limitation, drawings and pictures) are only approximately authoritative, unless a use for the contractually intended purpose requires an exact conformity. The same are no guarantees of quality („Beschaffungsgarantien“), but instead only descriptions and characterizations of the goods or services. Deviations customary in the industry and changes that are implemented due to regulatory requirements or represent technical improvements are permitted as long as they do not affect the usability for the contractually intended purpose.

2.4 Models or samples are illustrative material and are provided, without assuming any legal obligation and without creating any binding obligation with regard to such models or samples, and their quality and technical data are only approximately authoritative for the performance of the contract.

## 3. PRICES AND PAYMENT TERMS

3.1 Our prices for services apply ex works excluding transport insurance, packaging, dispatch and statutory value added tax; in the case of export deliveries excluding customs duties and charges and other official duties.

3.2 In case the costs of raw materials, wages, energy or other costs of procurement or manufacture of the subject matter of the delivery change significantly after the date of the order or conclusion of the contract, both parties are entitled to demand a reasonable adaptation of the prices if agreed delivery times are more than four months after the conclusion of the contract.

3.3 Payment shall be due without any deductions upon delivery. If no explicit payment term is agreed, the Customer shall be in default („in Verzug“) 14 calendar days following delivery and the issue of the invoice without any need for a payment reminder. Payment shall only be deemed to have been effected on the date of receipt thereof by us. Payment via cheques or bills of exchange is excluded unless explicitly agreed otherwise in any single case.

3.4 We shall be entitled to make the performance of all outstanding deliveries or services dependent on a payment in advance or a security, provided to us, if following conclusion of the contract we learn of circumstances, which significantly affect the creditworthiness of the Customer and by which payment by the Customer of our claims from the respective contractual relationship is at risk.

3.5 The Customer may only offset any counterclaim against our claims or retain payments on the basis of any such counterclaim to the extent such counterclaim is undisputed or has become final and absolute or is reciprocal to our claims.

## 4. DELIVERY DATES

4.1 Unless a delivery date is explicitly agreed as binding, any agreed delivery dates shall be of indicative nature only. If a dispatch by us is agreed with the Customer, any delivery lead time and delivery date shall be met, when we have handed over the goods for transportation to the carrier, forwarding agent or other third party handling the transport.

4.2 We shall not be held liable or responsible for failure or delay in delivery to the extent that such failure or delay results from an event of force majeure or any other event that was not foreseeable at the moment of conclusion of the contract (including without limitation any occurrences leading to a break or disruption in operation, difficulties in materials or power supply, transport delays, strike, lawful lock-outs, shortages of manpower, energy or raw materials, difficulties in obtaining necessary official approvals, administrative acts, or missing, non-conforming or belated supply from suppliers) for which we are not responsible. Should such events render our delivery or performance significantly more difficult or impossible and should the obstacle be not only of temporary nature, we are entitled to rescind the contract. If the obstacle is of temporary nature, the lead times or dates for delivery or performance shall be postponed by the duration of the obstructive event plus a reasonable warm-up period. Insofar as due to the delay the acceptance of the delivery or performance can no longer be reasonably expected from the Customer, the Customer may rescind the contract without undue delay by written notice to us.

4.3 In the event that we are in delay of delivery („Lieferungsverzug“) or our delivery becomes impossible, for whatever reason, our liability shall be limited pursuant Clause 8 hereunder.

## 5. DELIVERY

5.1 All deliveries shall be EXW our factory or distribution warehouse (Incoterms 2010). Where the Customer is in default regarding the acceptance, the risk shall pass to the Customer on our notification that the goods are ready for dispatch. This applies irrespective of whether or not dispatch takes place from the place of performance and of who bears the transportation costs.

5.2 Only upon explicit request by and at the cost of the Customer we will insure the shipment against theft, breakage, transport damage, fire and water damage or other insurable risks.

5.3 Part deliveries shall be permitted if the Customer can use the part delivery for the contractually stipulated purpose, delivery of the remainder of the goods ordered has been ensured and the Customer does not thereby incur considerable additional work and expense (unless we declare that we will bear such cost).

5.4 Where delivery of goods or services is agreed in the form of call orders or blanket orders (multiple delivery contracts), the Customer shall, unless otherwise agreed in any single case, call and take delivery of the whole contractual quantity or the remainder thereof at the latest upon three months following the first partial delivery or, if no partial delivery has been made before, at the latest upon six months following conclusion of the contract. If the Customer does not fulfil this obligation, we are entitled, after expiry of a reasonable grace period set by us, to deliver the remaining contractual quantity at the cost and risk of the Customer and invoice the same.

5.5 Where the Customer is in default regarding acceptance, we are entitled to claim storage cost in the amount of 0.25 per cent of the invoice value of the delivery items to be stored for each full week of default, maximum, however, in the amount of 5 per cent of the invoice value.

## 6. RESERVATION OF TITLE

6.1 We shall retain title to goods supplied by us until their full payment. With regard to goods that the Customer has not yet fully paid for before shipment, we retain title until all outstanding claims arising under the business relationship with the Customer have been settled in full.

6.2 The Customer shall be obliged to store and label the goods subject to the reservation of title separately. At its own expense, the Customer shall insure the goods subject to the reservation of title against fire, damage caused by water, burglary and theft. On request, the insurance policy must be submitted to us for inspection. The Customer assigns to us in advance all rights to claim under the insurance policy. We accept said assignment.

6.3 The Customer must inform us immediately in the event that the property subject to the reservation of title is seized by a third party. The Customer shall bear the cost of reversing such seizure and reacquiring the goods supplied by us.

6.4 The Customer shall be entitled to sell the goods subject to the reservation of title in the normal course of business provided the Customer is not in default. Liens or assignments of title as security are not permitted. By way of security, the Customer hereby assigns to us, in full, all claims, arising from the resale or based on other legal grounds (insurance, tort), which relate to the goods subject to the reservation of title. We revocably authorize the Customer to collect all accounts receivable assigned to us in its own name but for our account. At our request, the Customer shall disclose the assignment and provide us with the information and documentation necessary to collect the accounts receivable.

6.5 If the goods subject to the reservation of title are combined with other items, the reservation of title shall continue to apply with respect to the newly created item. We shall thereby acquire a co-ownership share in the ratio of the value (invoice value) of the goods subject to the reservation of title to the value of the other combined items. If one of the combined items is regarded as the main item, the Customer shall transfer to us a co-ownership share in the ratio of the value of the goods supplied by us (invoice value) to the value of the other combined items. As regards our co-ownership share, the Customer shall keep the newly created item in safe custody, free of charge. If the goods subject to the reservation of title are resold as part of the newly created item, the assignment of future claims contained in Clause 6.4 shall only apply to the extent of the invoice value of the goods subject to the reservation of title.

6.6 In the event that the law applicable in the country, in which the subject matter of the delivery is located, does not permit the agreement of a reservation of title, or does so only in a limited form, we may reserve other rights over the delivered goods. The Customer shall be obliged to assist with all measures (e.g. registration) necessary for effecting the reservation of title or rights in substitution of a reservation of title, and to assist us in the safeguarding of such rights.

## 7. WARRANTY CLAIMS

7.1 If any of our goods or services prove to be defective, we shall initially be obliged to remedy the defects within reasonable period of time by, at our option, either rectifying the defect or by making a replacement delivery. In the case of a replacement delivery the Customer must return the defective goods to us in accordance with the statutory provisions. We shall bear the costs of such supplementary performance (rectification or replacement delivery; „Nacherfüllung“), in particular the transport costs, labour costs and cost of materials. This shall not apply if the cost is increased because the subject matter of delivery is located somewhere other than the intended place of use.

7.2 We shall be entitled to make the subsequent performance owed dependent on the Customer paying the due purchase price. The Customer shall, however, be entitled to withhold such part of the purchase price as is reasonable in proportion to the defect.

7.3 The limitation period for warranty claims shall be 12 months calculated as from delivery or, if acceptance is required, as of acceptance. A liability claim based on the breach of the obligation of supplementary performance shall only exist if, during the aforementioned 12 months limitation period, a) the Customer has requested supplementary performance and b) we have breached our obligation of supplementary performance. The 12 months limitation period pursuant this Clause 7.3 shall not apply in the case of malice („Arglist“) and to liability claims pursuant Clauses 8.1 to 8.3, in which cases the statutory limitation periods apply.

7.4 If the defect is caused by a defective third-party product, we shall be entitled to assign our warranty claims against our supplier to the Customer. In that case a claim can be asserted against us under the above provisions only, if the Customer has asserted the assigned claims against the supplier without success and such failure is not due to the fault of the Customer or the asserting of the assigned claims against the supplier is hopeless, e.g. because of the insolvency of the supplier.

## 8. LIABILITY

8.1 We shall be liable for any culpable breach of our material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterize the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. However, unless our conduct has been either grossly negligent or intentional, we shall be liable only for the foreseeable damage, which typically occurs.

8.2 In all other cases we shall be liable if damage has been caused intentionally or grossly negligently by us or by one of our vicarious agents. Where we have given a guarantee, or for damage arising out of any injury to life, body or health, we shall be liable in accordance with the statutory provisions. Otherwise claims against us for damages arising out of a breach of obligation are excluded.

8.3 Liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

8.4 The claims for damages under Clauses 8.1 to 8.3 above shall be time-barred according to the statutory periods.

## 9. DRAWINGS, DESIGNS AND OTHER DOCUMENTATION

9.1 We reserve our proprietary rights and copyright in our quotation documents, pictures, drawings, calculations, samples and other items and documents. The same or their content may not be passed on to third parties nor published nor may they be used for other purposes or copied by the Customer itself or by any third party without our explicit consent. Upon request, the Customer must return such items and documents to us completely and destroy any copies if they are no longer needed in the ordinary course of business or the negotiations have not led to the conclusion of a contract. Excluded herefrom shall be the storage of data as a back-up as part of usual data storage practice.

9.2 In the case of deliveries made in accordance with drawings, models or details provided by the Customer, the latter shall indemnify us against all intellectual property claims by third parties unless the Customer is not responsible for the respective intellectual property infringement. Where the Customer is in breach of contract, the intellectual property rights of the Customer shall not prevent us from turning the goods to our own account.

## 10. INFORMATION AND ADVICE, TOLERANCES

10.1 Our information and recommendations are not binding and are made excluding all liability unless we have obligated ourselves expressly to provide information and recommendations. Moreover, our information and recommendations shall not relieve the Customer from own investigations and tests whether a product is suitable and appropriate for the technical and economical purposes intended by the Customer. Furthermore, the Customer shall be responsible to comply with any legal or administrative provisions in the application of the subject matter of the delivery.

10.2 Deviations caused by production or material between the quantity supplied and the quantity ordered of up to 10 per cent for order related production and up to 20 per cent for small orders (up to 10'000 m<sup>2</sup> or up to 1 ton) or difficult layouts shall be deemed permissible under the terms of the contract. Furthermore, for printed composite polymer films the following deviations caused by production or material between the quantity supplied and the quantity ordered are permissible:

Order size	Permitted smaller and larger delivery quantities
<= 5'000 m <sup>2</sup>	-0% to +50%
<= 20'000 m <sup>2</sup>	-25% to +25%
> 20'000 m <sup>2</sup>	-10% to +10%

## 11. FINAL PROVISIONS

11.1 In the event of any conflict between the German version of these terms and conditions and the English version, the German version shall prevail.

11.2 The legal relationship between the Customer and us shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.

11.3 The place of performance for all obligations of both parties of the contract shall be the place of our registered office (seat).

11.4 The place of jurisdiction for all legal disputes arising out of or in connection with the legal relationship between us and the Customer shall be our registered office (seat). We shall, however, be entitled to also assert our claims at the Customer's registered office (seat).

DATE: 31 MARCH 2022

## 1. SCOPE

1.1 The following Terms and Conditions apply as applicable from time to time in relation to entrepreneurs („Unternehmer“) (Paragraph 14 German Civil Code (BGB)), public-sector legal entities and special bodies or funds under public law (hereinafter referred to as „Supplier“) and to all present and future orders placed by us and contracts entered into with us and deliveries and services to us.

1.2 Any general conditions of business of the Supplier shall only apply if we have expressly consented to the application thereof.

1.3 Any legally significant declarations and notices that have to be given to us by the Supplier after conclusion of the contract (e.g. the setting of deadlines, notices of defects, any cancellation of the contract or reduction in the price) are required to be in writing in order to be effective.

## 2. CONTRACT CONCLUSION AND AMENDMENTS TO PRODUCT SPECIFICATIONS

2.1 Unless our orders contain an explicit period, during which we are bound by our order, they are revocable until we have received your confirmation of the order or - in the absence of any confirmation of the order - until the goods have been delivered to us. The Supplier is obliged to confirm our order within a deadline of three working days by means of an order confirmation in text form or by effecting the delivery of the goods. A delayed acceptance shall be deemed to be a new offer and requires our confirmation in order to create a binding contract.

2.2 Unless expressly otherwise agreed, the delivery times stated by us are binding.

2.3 We are entitled to amend place and time of the delivery as well as the packaging instructions by giving notice to you at any time prior to delivery, if and to the extent that we provide such notice with a period prior to the delivery date, which period needs to be reasonable with regard to the goods to be delivered and the other circumstances of the business relationship. Furthermore, we are entitled to amend the product specifications, if i) we provide you with a reasonable prior notice (as set out in the sentence above) and ii) such amendments can be implemented in the course of the Supplier's usual production process without any significant additional costs. We shall in each case reimburse the Supplier the proven, reasonable additional costs, which the Supplier incurs due to any of the amendments stipulated in this clause 2.3. If such amendments result in delays in delivery, which cannot be avoided by the Supplier, although the Supplier used reasonable efforts to avoid such delays, the delivery date, which was originally agreed, shall be postponed by a reasonable period accordingly. The Supplier shall notify us in writing in due time prior to the delivery date i) which additional costs and / or ii) any delay in delivery is expected by the Supplier on the basis of its reasonable assessment.

## 3. PRICES AND PAYMENT TERMS

3.1 The agreed prices are fixed prices. All prices are stated exclusive of value added tax, but inclusive of packaging, insurance, carriage and all and any other additional costs and expenses. Upon our request the Supplier has to take back the packaging at its own cost.

3.2 Unless otherwise agreed, payments shall be made

- within 14 days following receipt of the invoice and delivery with a deduction of a 3% cash discount, or  
- within 30 days following receipt of the invoice and delivery without any deductions whatsoever.

In the case of contracts for work and services („Werkverträge“) the date of acceptance shall apply instead of the date of delivery. Acceptance for the exclusive purpose of this clause 3.2 is deemed to have been completed at the latest 15 days following delivery.

3.3 Invoices must state the date of dispatch, our order data, the date of delivery as well as the individual delivery items as per quantity and price and must be issued and sent following delivery to the invoice address stated in our order. If any of the aforementioned information is missing and, thus, the processing of the invoice in the course of our usual business operation is delayed, the agreed payment terms shall be automatically extended by a reasonable period of time.

3.4 Payment shall not be deemed to be any acknowledgement of proper performance.

3.5 Payments in advance and / or in instalments can only be demanded on the basis of a separate agreement. If such payments in advance and / or in instalments are separately agreed upon, they are also subject to the deduction of a cash discount pursuant clause 3.2.

3.6 The Supplier may only offset any counterclaim against our claims or retain payments on the basis of any such counterclaim to the extent such counterclaim is undisputed or has become final and absolute or is reciprocal to our claims.

## 4. DELIVERY DATES, CONTRACT PENALTY

4.1 The delivery time (delivery date or deadline) mentioned in our order or otherwise applicable in accordance with the terms and conditions set forth herein is binding. Whether the agreed delivery time has been complied with, shall depend on the date the goods have been delivered to us at the place of delivery stated by us; in the case of deliveries involving installation, assembly or other services, it shall depend on the date of their acceptance. We are under no obligation to accept delivery before the agreed delivery time. The Supplier must inform us in writing without undue delay as soon as any circumstances occur or become foreseeable due to which the Supplier cannot comply with the agreed delivery time.

4.2 In the event of any delay in delivery for which the Supplier is at fault („Lieferverzug“) we are entitled to demand - in addition to any further-reaching statutory claims - a penalty in the amount of 1% of the contract value per week of the delay, however a maximum of 5% of the contract value. This shall be without prejudice to our right to claim any further proven damage due to any delay of the Supplier's performance. The Supplier retains the right to prove that we did not suffer any damage whatsoever or less damage. The penalty shall be credited and set off against any damages for delay, which the Supplier is obliged to pay to us.

## 5. ACCEPTANCE, PASSING OF RISK

5.1 The shipment shall be at the Supplier's risk and cost. If, owing to a special agreement, the freight charges are to be borne by us, the Supplier must choose the mode of shipping that is most favourable for us. We are under no obligation to accept any part deliveries or excess deliveries, which have not been agreed.

5.2 The place of delivery shall be the place of delivery stated by us. The risk of accidental loss and of accidental deterioration shall pass to us upon delivery of the goods to the place of delivery. If acceptance is required, said acceptance shall be relevant for the passing of risk and must be effected by us in writing.

5.3 If we are unable to accept delivery as a consequence of circumstances (including but not limited to stoppages due to internal or third-party industrial disputes or any other force majeure event), for which we are not responsible for („zu vertreten“), the risk shall not pass until such problem has been removed and the goods and / or services are available to us at the place of delivery. We are obliged to notify the Supplier without undue delay if any such problems of this nature have occurred or are expected to occur.

## 6. WARRANTY CLAIMS

6.1 If the goods and / or the services do not have the agreed quality or are defective for other reasons, our warranty claims shall be in accordance with the statutory provisions, unless otherwise agreed below.

6.2 The general limitation period for warranty claims is three years. The period begins upon delivery of the goods or acceptance of the goods and / or services, if acceptance is required. Any statutory provisions providing for longer limitation periods shall remain unaffected.

6.3 Irrespective of and in addition to the contractual warranty claims, the Supplier shall indemnify us from and against all claims by third parties, which are attributable to defects of the goods and / or services, for which the Supplier is responsible for („zu vertreten“). In particular, the afore stated obligation to indemnify us shall apply, if and to the extent that any third-party intellectual property rights, which exist at the place of delivery and / or at the end product's places of destination (to the extent such places of destination are known to the Supplier), are infringed and the Supplier is responsible for such infringement.

6.4 The Supplier must indemnify us from and against all claims based on product liability („Produkt-haftungsansprüche“) to the extent that the cause lay within the Supplier's sphere of control and organization and the Supplier is itself directly liable in relation to third parties. If we are under an obligation to conduct a product recall vis-a-vis any third parties due to a defect of any product supplied by the Supplier, the Supplier shall bear all cost associated with such recall.

6.5 The Supplier shall be under a duty to reasonably cover its risk of liability by a product liability insurance, and to provide us with proof of such insurance coverage upon demand.

## 7. THE PROVISION OF MATERIALS BY US

7.1 Materials provided by us shall remain our property and must be stored, labelled and managed separately by the Supplier free of charge. The materials may only be used for fulfilling our orders. The Supplier shall bear the risk of loss and of deterioration of the materials provided.

7.2 Any processing or transformation of the materials provided shall be performed on our behalf. The parties are in agreement that we become (co-) owners of the new or transformed object. The Supplier is obliged to keep the new object safe on our behalf, free of charge and is obliged to exercise the care of an ordinary businessman in this respect.

## 8. ADDITIONAL OBLIGATIONS OF THE SUPPLIER

8.1 All of the obligations under the contract must be fulfilled by the Supplier itself. A subcontractor may be engaged only with our prior written consent.

8.2 Delivery notes, consignment notes and invoices must always state our order numbers, article numbers, the delivered quantity and the delivery address in full. In addition the customs tariff number (including the country of origin) must be stated for each purchase order position.

8.3 The Supplier shall manufacture the goods in compliance with the respective quality, environmental, energy and security provisions applicable to the manufacture of the goods by Supplier. The Supplier shall comply with the German Product Safety Act (ProdSG) and with all ISO, EN, DIN and VDE standards to the extent the same are applicable to the manufacture of goods at the place of manufacturing.

8.4 To ensure the quality of its goods, the Supplier undertakes to establish, apply, maintain and continuously optimize and enhance an effective quality management system and to adopt only appropriate procedures.

## 9. CONFIDENTIALITY

9.1 We reserve title to and the copyrights in all pictures, plans, drawings, calculations, instructions for execution, product descriptions and other documents we provide to the Supplier. The Supplier shall not, without our explicit consent, disclose such documents to any third party or use or copy the same neither by itself nor by any third party. Upon our request, the Supplier shall return such documents to us en-tirely if they are no longer needed in the ordinary course of business or if negotiations have not led to the conclusion of a contract. Copies thereof made by the Supplier shall in such event be destroyed; except, however, where such copies are kept to comply with statutory archiving obligations or for the storage of data as a back-up as part of usual data storage practice.

9.2 The conclusion of this contract as well as any documents provided by us must be kept secret from third parties, including after termination of the contract. The obligation to maintain confidentiality shall only expire when and to the extent that the knowledge contained in the documents provided has become generally known.

9.3 The Supplier shall not, without our prior written consent, refer to the business relationship with us in any advertising material, brochures etc., or exhibit any goods manufactured for us.

9.4 The Supplier shall also oblige its sub-suppliers in accordance with this Section 9.

## 10. RESERVATION OF TITLE

10.1 Any tools, equipment and models i) that we have provided to the Supplier or ii) that are manufactured for the purpose of this contract and the cost of which are in-voiced to us by the Supplier (hereinafter: „Items“), remain or become our property. The Supplier has to mark the same as our property, to carefully store them, to insure them against all kinds of damage and to solely use them for the purpose of the contracts concluded with us. The cost of maintenance and repair of the Items shall - in the absence of any other agreement - be shared equally between the parties. However, to the extent such cost are attributable to a defect in any Item manufactured by the Supplier or to improper use of the Items by the Supplier, its employees or other agents („Erfüllungsgehilfen“), the cost shall be borne by the Supplier alone. The Supplier shall notify us of any damage to any Item without undue delay, unless such damage is not significant at all. Upon our request, the Supplier shall hand over any Item to us in good condition if the same is no longer required by Supplier for the fulfilment of its obligations arising from the contracts concluded with us.

10.2 The Supplier shall only be entitled to invoke any reservation of title with regard to any Item, if we have not met our payment obligations with regard to such Item, with regard to which the Supplier retains title. Unless otherwise agreed by the parties in writing, all forms of extended or prolonged reservation of title are excluded.

## 11. FINAL PROVISIONS

11.1 In the event of any conflict between the German version of these terms and conditions and the English version, the German version shall prevail.

11.2 The legal relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.

11.3 The place of performance for all obligations of both parties of the contract shall be the place of our registered office (seat).

11.4 The place of jurisdiction for all legal disputes arising out of or in connection with the legal relationship between us and the Supplier shall be our registered office (seat). We shall, however, be entitled to also assert our claims at the Supplier's registered office (seat).

DATE: 31 MARCH 2022