

Date: 30 April 2021

1. Field of application

- 1.1 Our terms and conditions of sale and delivery shall apply exclusively to all offers, contracts, deliveries and other services, including consulting services and information. They shall also apply to future contracts with the customer if the customer has agreed to their application in a continuous business relationship. Deviating general terms and conditions (purchasing conditions) of the customer are hereby rejected. These shall only apply if we have explicitly accepted them in writing. The execution of orders does not imply acceptance of the customer's terms and conditions of purchase.
- 1.2 These terms and conditions of sale and delivery shall only apply to customers who are entrepreneurs within the meaning of §§ 14, 310 BGB (German Civil Code).

2. Offer, conclusion of contract, quality

- 2.1 Our quotations are binding if we have issued them in writing and do not declare any reservations in them.
- 2.2 Contracts are concluded by an order if the order confirms our offer with the same content within the binding period. If an order represents an application for the conclusion of a contract, the contract shall be concluded if we confirm the order with the same content or deliver the goods as ordered. However, we alternatively reserve the right to confirm the order differently and to obtain the customer's consent.
- 2.3 Samples, specimens, analysis data and other information on our goods, unless they have been agreed in specific terms as quality characteristics, represent average reference values from which deviations are possible to the extent customary in the trade.
- 2.4 Since the scope of application and the conditions for the use of our goods vary greatly, we can only provide general information about their possible uses. This does not exempt the purchaser from testing them for the purpose for which they intend to use them. In case of doubt about suitability and application, the goods should not be selected or processed by the customer without further advice.
- 2.5 We do not assume any responsibility for the customer's compliance with statutory and official regulations for purposes of use of our goods not recommended by us or not known to us or not foreseeable, nor for the granting of official permits for such purposes of use.

3. Prices

Prices shall be calculated according to written agreement. Otherwise, we shall be entitled to charge our prices for the goods applicable at the time of conclusion of the contract. Unless other agreements have been made in individual cases, the prices refer to the provision of the goods ex delivery works or the specified place of loading, excluding freight costs and transport insurance. If packaging costs are incurred, these shall be charged separately. If we have agreed "free site" delivery with the customer, we shall assume the costs and organisation of the delivery. All prices are subject to statutory VAT.

4. Delivery, transfer of risk

- 4.1 The place of delivery is always the delivery plant or the specified place of loading. We are entitled to make reasonable partial deliveries within the scope of what is customary in the trade, provided that these are not unreasonable for the customer. We are entitled to make short or excess deliveries, provided that these do not deviate from the contractually agreed quantity by more than 10% and are not explicitly excluded by contract.
- 4.2 The risk shall pass to the customer upon acceptance of the goods at the place of loading. This also applies if the customer does not organise the transport and have the goods collected, but if we deliver to the construction site/another location named by the customer. The same applies if partial deliveries are made and regardless of whether the customer has assumed the transport costs, delivery or other services. If delivery is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer upon receipt of the notification of readiness for delivery.

5. Deadlines

- 5.1 Agreed delivery periods and dates shall be extended at least by the duration of the impediment in cases of force majeure, strike, lockout, operational disruptions, delays in the delivery of essential input material, if we can prove a congruent covering transaction and have not assumed the procurement risk and insofar as the events can be proven to have a considerable influence on the completion or delivery of our goods. The same shall apply in the event of other circumstances for which we are not responsible, including other unforeseeable events which are

beyond our control and which may, for example, be caused by the consequences of a pandemic. In such cases, we shall be exempt from liability for non-compliance with agreed deadlines and dates. If the impediment lasts longer than six weeks without interruption, each contracting party has the right to withdraw from the contract with written declaration with regard to the part not yet fulfilled, without the other contracting party having to be reimbursed for expenses and damages incurred or still to be incurred as a result. We reserve the right to claim for expenses and damages incurred in the event that the other party to the contract is at fault.

5.2 If we are culpably in default, the customer shall grant us a reasonable grace period for delivery.

5.3 The customer's claims for damages due to delayed delivery shall be governed by Clause 10.

6. Transport, insurance

6.1 If we undertake the transport, this shall always be carried out from the loading point at the customer's expense. In the absence of other explicit instructions, we shall determine the persons carrying out the transport as well as the mode and route of transport as agents of the customer.

6.2 If delivery to a construction site/warehouse has been agreed, the customer must ensure that this can be reached on a public access road that is easily accessible for heavy goods vehicles. The customer has the unloading obligation.

6.3 We shall only take out insurance, in particular transport insurance, on the explicit instruction of the customer and at the customer's expense.

6.4 If the customer provides us with means of transport, we are not obliged to inspect them for their particular suitability for maintaining material properties or cleanliness.

7. Cooperation of the customer

If we take over the delivery, the customer has the right to determine the exact storage location for the goods. This must be accessible with a road train adapted to the delivery quantity. Otherwise, we have the right to select another storage location suitable at the place of delivery. If the goods are to be filled into containers, the customer must make the organisational preparations for unhindered access to these.

8. Delivery quantity, weights

Compliance with the delivery quantity shall be determined by the person carrying out the transport upon acceptance of the goods, compliance with weights shall be determined at the loading point. Decisive for the proof of weight is the presentation of weighing cards or accompanying documents issued by us. Upon request, the customer has the right to participate in the loading and determination of the quantities and weights.

9. Complaints, rights in the event of defects, limitation period

9.1 If § 377 of the German Commercial Code (HGB) applies in connection with a commercial purchase made in the ordinary course of business, the customer must inspect the goods immediately after delivery and notify us in writing without delay of any defects, shortages, incorrect deliveries or deviating characteristics discovered in the process, as well as any hidden defects discovered later, together with the reasons for the complaint.

The customer must give us the opportunity to determine the defect, if we so request, submit defective goods in a testable and meaningful quantity or return samples taken on receipt of the goods. Complaints about weight must be made in the same form within three days of delivery and must be proven by official reweighing.

9.2 In the event of a justified complaint, we shall provide supplementary performance. If we fail to provide subsequent performance within a reasonable period of grace granted to us, unless this was dispensable, or if it fails, the customer shall be entitled to demand a reduction of the remuneration or, if the breach of duty not remedied was not merely insignificant, to withdraw from the contract. If the customer can use the goods for their intended purpose despite the defects, they shall be entitled to a reduction of the remuneration after unsuccessful subsequent performance. Claims for damages by the customer due to defects or a claim for reimbursement of expenses shall be governed by the provisions in Clause 10.

9.3 Claims for defects shall become time-barred one year after the passing of risk, unless the goods have been used for a building in accordance with their usual proof of use and have caused its defectiveness. In this case, the statutory limitation period pursuant to § 438 para. 1 no. 2 BGB (German Civil Code) shall apply as well as in the case of liability due to intent, non-compliance with guaranteed characteristics or fraudulent concealment of a defect.

- 9.4 Statutory rights of recourse of the customer according to §§ 478, 479 BGB (German Civil Code) due to defects in the case of a purchase of consumer goods as well as the statutory determined limitation period for rights of recourse in § 445b BGB remain unaffected.
- 10. Damages, other liability**
- 10.1 Claims for damages or claims for reimbursement of expenses are excluded, irrespective of the legal grounds, unless liability is mandatory by law or a claim arises from the provisions in section 10.2.
- 10.2 In cases of liability under the Product Liability Act or other mandatory liability, in the event of intent, gross negligence, non-compliance with guaranteed characteristics, fraudulent concealment of defects, as well as in the event of personal injury or breach of material contractual obligations, we shall be liable in accordance with the statutory provisions. In the event of a breach of material contractual obligations, the customer's claim for damages shall be limited to the reasonably foreseeable damage typical for the contract, unless we cause such damage intentionally or by gross negligence. In other cases, liability is excluded, also for damages incurred by the customer due to the fact that they use the goods for purposes which are not to be expected or which have not been agreed.
- 11. Terms of payment, set-off**
- 11.1 Our invoices are payable without deduction immediately upon receipt of the goods. If payment periods have been agreed, the amount owed must be available to us on the due date.
- 11.2 We reserve the right to accept bills of exchange or cheques for each individual case. In any case, they shall only be accepted on account of performance. Bills of exchange and cheques shall be credited subject to receipt and with value date on the day on which we can dispose of the equivalent value. Expenses incurred in this connection shall be borne by the customer.
- 11.3 A right of retention or set-off by the customer is excluded unless it concerns counterclaims which have been legally established, acknowledged or are undisputed.
- 11.4 Before making cash payments to our employees, the customer must satisfy themselves of their written authority to collect.
- 11.5 In the event of default in payment, we shall be entitled to charge default interest at a rate of 9 percentage points above the base interest rate applicable at the time. We reserve the right to claim further damages in excess thereof.
- 11.6 If, after conclusion of the contract, we become aware of circumstances that call into question the customer's ability to pay or if the customer defaults on payment of a substantial amount, we shall be entitled to raise the plea of uncertainty pursuant to Section 321 of the German Civil Code (BGB) and to declare all our payment claims against the customer immediately due and payable. We shall then also be entitled to make any outstanding deliveries only against advance payment or provision of security.
- 12. Retention of title**
- 12.1 The goods delivered by us shall remain our property (reserved goods) until all our current claims against the customer, as well as future claims, insofar as they are connected with the delivered goods, have been fulfilled. We are entitled to provisionally take back goods subject to retention of title if the customer is in arrears with payment. behaviour. The customer is obliged, as long as the ownership has not yet passed to them, to sufficiently secure the reserved goods at the storage location against theft and damage.
- 12.2 The customer is entitled to resell the goods still owned by us (reserved goods) in the ordinary course of business and as long as they are not in default of payment. However, they already now assign to us all claims from this resale. If the goods subject to retention of title are resold together with other goods which do not belong to us, the customer's claim against their customers shall be deemed assigned to us in the amount of the invoice value for the goods subject to retention of title. The assignment shall apply irrespective of whether the goods are subsequently resold without or after processing by the customer.
- 12.3 The customer is authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected, but we undertake not to do so as long as the customer duly meets their payment obligations. If the customer makes use of the collection authorisation, we shall be entitled to the collected proceeds in the amount of the invoice value agreed between the customer and us for the reserved goods.
- 12.4 Processing of the goods subject to retention of title with other goods of the customer 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 goods subject to retention of title. If the customer processes or combines or mixes the goods subject to retention of title with other goods, we

11 April 1980 (UN Sales Convention; CISG) is excluded.

shall be entitled to co-ownership of the new item in proportion to the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If the goods subject to retention of title are mixed by the customer with items which are to be regarded as the main item, it shall be deemed agreed that the customer transfers to us pro rata co-ownership of the item and keeps the co-ownership for us. To secure our claims against the customer, the customer also assigns to us such claims as accrue to them through the combination of the reserved goods with real estate or against third parties. We already now accept the assignment.

- 12.5 The customer shall inform us immediately of any seizure or other interference by third parties. The customer shall bear all costs incurred for the cancellation of the seizure or for the return transport of the reserved goods, insofar as they are not reimbursed by third parties. In such cases, the customer shall provide us with information on the actual and legal circumstances of the reserved goods at any time upon request.
- 12.6 If our ownership expires as a result of combination, processing or installation, the customer shall already now transfer to us the ownership rights to the new item to which they are entitled to the extent of the delivery price of the goods subject to retention of title and shall store them for us free of charge. The co-ownership rights arising hereunder shall be deemed to be reserved goods. The customer shall keep the new item in safe custody for us free of charge with due diligence.
- 12.7 If the value of the securities to which we are entitled exceeds the value of the claim to be secured including ancillary claims (e.g. for interest, costs) by more than 10%, we undertake to release the securities to which we are entitled to this extent.

13. Place of performance, place of jurisdiction, applicable law

- 13.1 The place of performance for deliveries is the delivery plant or the place of loading. The place of performance for all other rights and obligations is our place of business.
- 13.2 The place of jurisdiction shall be the court having jurisdiction for our place of business or, at our discretion, the customer's place of business if the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law.
- 13.3 Disputes arising from this contract and agreements and legal acts connected with it shall be judged exclusively according to German law. The application of the United Nations Convention on Contracts for the International Sale of Goods of