

## General Terms of Sale Wöllner GmbH

### § 1 Validity of these terms

1.1 Wöllner GmbH ("Wöllner") undertakes all sales and deliveries ("transactions") exclusively in accordance with the following General Terms of Sale ("General Terms of Sale"), unless otherwise agreed in writing.

1.2 Supplementary or contrary terms of ordering or purchase or other general terms and conditions of the buyer's shall not be applicable, even if the buyer refers to them and Wöllner offers no express objection. Additional verbal agreements and undertakings of Wöllner employees or agents must be confirmed in writing by Wöllner in order to be legally effective.

1.3 The buyer accepts the General Terms of Sale with the order or acceptance of the goods. The General Terms of Sale shall also apply to future transactions with the buyer.

### § 2 Contract formation and scope of delivery

2.1 All offers, price lists and advertising materials are non-binding. Wöllner regards orders as binding only if they are confirmed in writing by Wöllner or if Wöllner complies by shipping the ordered goods.

2.2 Assertions regarding the scope and condition of the goods in public statements by Wöllner or by agents of Wöllner, especially in advertising or on product labels, and properties that the buyer can expect due to trade custom, are only part of the agreed condition of the goods if they are expressly agreed on in the confirmation of order. Wöllner regards warranties as binding only if they are identified as such in an offer or confirmation of order, and if this document also lists Wöllner's duties arising from this warranty.

Wöllner reserves the right to modify and improve its products in the course of technical development. This also applies to modifications and improvements effected in the time between the confirmation and the fulfillment of an order; however, in this case, the buyer may withdraw from the contract within one week from being notified of the modification or improvement.

### § 3 Prices

3.1 The prices of Wöllner are non-binding and subject to change without prior notice.

3.2 The prices of Wöllner are net prices ex factory or sales/storage room, at Wöllner's option, or ex another such place agreed on by the parties. The prices do not include insurance costs or the VAT valid at the time of delivery. These additional costs must be borne by the buyer. The assumption of freight costs depends on the delivery clause in the offer or confirmation of order. If these documents do not include a delivery clause, freight costs are to be paid by the buyer.

### § 4 Delivery

4.1 The place of performance for all services by Wöllner shall be the company's headquarters in Ludwigshafen.

4.2 Wöllner regards deadlines for deliveries and services as binding only if they were confirmed as binding expressly and in writing by Wöllner. The delivery period begins with the dispatch of the confirmation of order by Wöllner. The delivery deadline is met if the goods have left the appropriate Wöllner factory or another location as per section 3.2, or if Wöllner has sent the buyer a notice of shipment, before the delivery period expires. Wöllner shall be entitled to deliver the goods prior to the agreed delivery date.

4.3 Wöllner shall be entitled to partial deliveries to an extent that is reasonable for the buyer.

4.4 Wöllner states expressly that delivery is undertaken subject to appropriate and in-time supply of Wöllner.

4.5 The delivery period shall be extended in case of labor disputes, especially strikes and lawful lockouts, and in case of unforeseen events, force majeure or delivery problems of Wöllner's suppliers that make delivery considerably more difficult for Wöllner, without any fault on Wöllner's part; the delivery period shall be extended by however long the

repercussions of these events continue, regardless of whether they occur at Wöllner or at a supplier. Wöllner shall also not be held responsible for the above-mentioned events or conditions if they occur during a default. If these events or conditions persist longer than three months, Wöllner shall be entitled to withdraw from the contract.

4.6 Wöllner can only invoke the favorable legal consequences pursuant to sections 4.4 and 4.5 if Wöllner has notified the buyer immediately.

4.7 In case of non-binding delivery periods, Wöllner shall default in delivery if the buyer issues a written demand; this demand may be issued no sooner than one month after the expiration of the non-binding delivery period.

4.8 If the buyer defaults in accepting the delivered goods, Wöllner shall be entitled to store the goods at the buyer's risk. The buyer shall bear the storage costs, even if the goods are stored on the Wöllner premises. If the buyer does not accept the goods after a reasonable time, Wöllner shall be entitled to sell the stored goods and to charge 15 % of the delivery price to the buyer as lump-sum damage, unless the buyer proves that the damage incurred by Wöllner is lower.

## **§ 5 Transfer of risk and shipping**

5.1 The risk of an accidental loss or deterioration of the goods passes to the buyer at the time the goods are delivered to the forwarder or another person responsible for transport, regardless of who is paying the shipping costs.

5.2 If the goods are ready for shipping and shipping or acceptance is delayed for reasons that are not within the control of Wöllner, the risk passes to the buyer with the receipt of the notice of shipment.

5.3 Sections 5.1 and 5.2 shall also apply to partial deliveries.

5.4 Wöllner is obliged to take out transport insurance only at the express written request of the buyer and at the buyer's expense.

## **§ 6 Packaging**

6.1 In accordance with legal provisions, we do not take back packaging. If we use loaned packaging, the buyer must return the packaging to us free of charge immediately after unpacking of the goods, but no later than 14 days after receipt, otherwise the packaging will be invoiced. We do not accept liability for any other use of our transport and packaging means.

6.2 Filling material provided by the buyer is only accepted if the shipment is free of all charges and if the material conforms to the valid legal provisions regarding suitability for filling and transport. All costs arising from the use of such filling material, e.g. cleaning, repair of the buyer's filling material shall be borne by the buyer.

## **§ 7 Reservation of title**

7.1 The delivered goods shall remain the property of Wöllner ("reserved goods") until the invoiced amount is paid in full and until any other deliveries of goods within the business relationship that are still outstanding at the time of payment, including secondary claims ("settlement of balances"), have been paid (in case of payment by check or bill of exchange, until the amount for payment has been irrevocably credited to the Wöllner account). In the amount of the value of the reserved goods, the buyer is not entitled to pledge or transfer the title to the goods as security before the title has passed to the buyer.

7.2 The buyer shall store the reserved goods carefully, as befits a good businessman, and shall insure the reserved goods at his expense against fire, water, theft and other liability risks. With the conclusion of the sales contract, the buyer cedes his claims from the insurance to Wöllner. Wöllner hereby accepts the cession.

7.3 If the buyer processes, mixes or transforms the reserved goods, this is done for Wöllner as manufacturer of the goods pursuant to § 950 BGB, and Wöllner acquires the ownership/co-ownership of the intermediate or final products. If the reserved goods are processed, mixed or blended with other goods not belonging to Wöllner, Wöllner shall have co-ownership of the new product in the proportion of the invoice value of the reserved goods to the other processed goods at the time of processing, combination, mixing or blending. The

buyer shall store the new products so owned or co-owned for Wöllner in accordance with section 7.2.

7.4 The buyer is granted the revocable right to sell the reserved goods or goods owned or co-owned by Wöllner following proper business procedure and under reservation of title. As security, he hereby cedes all claims in the amount of the invoiced amount (including VAT) claimed by Wöllner pursuant to section 7.1 against buyers or third parties that he acquires from the resale of the goods; Wöllner hereby accepts the cession. If Wöllner is merely co-owner of the product, the buyer shall cede the claims in the amount of the market value of this proportion; these claims shall have priority over all other claims.

7.5 Wöllner grants the buyer the revocable authority to collect the claims ceded to Wöllner in his own name and for the account of Wöllner as long as he honors his payment obligation from the received proceeds, does not default in payment, and especially as long as no application for insolvency proceedings has been filed and the buyer has not suspended payments. In these cases, Wöllner shall be entitled – even without prior withdrawal from the contract, which can only take place by express declaration and does not require a deadline – to take possession of the reserved goods and to enter the buyer's premises for this purpose. The proceeds from the collected claims to which Wöllner is entitled must be paid to Wöllner at once. The buyer must not include accounts receivable in a current account with his customer.

7.6 Moreover, the buyer is obliged to inform Wöllner at all times about his debtors and the amount of the claims ceded to Wöllner pursuant to section 7.4. At Wöllner's request, the buyer must notify his customer of the cession and participate in all measures required to ensure Wöllner's rights. Wöllner is entitled to notify this third party of the cession of the claims and to give instructions to the third party.

7.7 If third parties attempt to gain possession of the reserved goods, of intermediate or final products pursuant to section 7.3 or of claims ceded to Wöllner pursuant to section 7.4 by seizure or other measures, the buyer must notify Wöllner immediately in writing and hand over all documents required to fend off the seizure or other measure. If the third party does not succeed in the attempt, and is not able to reimburse Wöllner for the court fees and extrajudicial expenses of the legal proceedings, the buyer shall be liable for Wöllner's losses.

## **§ 8 Consulting**

8.1 Consulting by our consulting staff or our authorized agents is non-binding. Our advice is based on our current state of knowledge and experience and is given to the best of our knowledge. Statements in instruction leaflets, information documents, and application-related instructions on the processing of our products can only reflect information and general know-how and experience on our part. Unless expressly stated otherwise, they do not represent a warranty for a certain condition.

8.2 The buyer is obliged to inform himself about the suitability of our products for the designated application. He must inform us of special circumstances.

8.3 At the buyer's request, we will train his staff at his expense within the scope of our possibilities. Section 8.1 applies.

## **§ 9 Payments**

9.1 Invoices by Wöllner are due immediately and payable 14 days after the invoice date with an early payment discount of 2 %, or 30 after the invoice day net. The early payment discount is granted only if all previous invoices have been paid.

9.2 If the buyer does not pay the invoice within this term of payment, Wöllner is entitled to charge an interest of 8 % p.a. above the base rate from the beginning of the default period. If Wöllner can provide evidence of a higher damage due to the default in payment, Wöllner shall be entitled to assert this damage.

9.3 The buyer may only offset Wöllner's claims against counterclaims of his own if these counterclaims are legally recognized, undisputed or have been accepted by Wöllner. The buyer is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

9.4 In case of a default in payment, or if there is reason to doubt the buyer's solvency or creditworthiness, Wöllner is entitled – without prejudice to other rights – to demand securities or advance payments for outstanding deliveries and to place on demand all claims resulting from the business relationship.

9.5 In case of exports, the buyer is obliged to issue an irrevocable, transferable, confirmed letter of credit for the invoiced amount in favor of Wöllner at a major European bank; the expense shall be borne by the buyer. If Wöllner does not receive confirmation of this issue within 14 days from the order, but no later than on the date agreed in writing, Wöllner shall be entitled to withdraw from the contract. Wöllner shall also be entitled to withhold the goods until the receipt of the confirmation.

## **§ 10 Claims in case of defects**

10.1 Claims for defects asserted by the buyer are only accepted if the buyer has fulfilled his obligations of investigation and notice pursuant to § 377 HGB. Notices of defects must be in writing. In case of visible defects, such notices must arrive at the Wöllner premises no later than ten days after receipt of the goods. Notices of hidden defects must arrive within ten days of the detection of the defects.

10.2 If a good is found to be defective, Wöllner is entitled to either eliminate the defect or provide a replacement (subsequent performance), at Wöllner's option. If Wöllner refuses the subsequent performance, or if this performance is delayed beyond reasonable deadlines for reasons within Wöllner's control, or if the performance fails definitely, the buyer is entitled at his option to withdraw from the contract or demand an appropriate reduction of the sales price (abatement).

10.3 Claims for defects become time-barred twelve months after delivery. If Wöllner has maliciously concealed a defect, the statutory term of limitation shall apply.

10.4 Other claims by the buyer, regardless of their legal justification, are excluded, with the exception of claims for damages limited in accordance with subparagraph 9.

## **§ 11 Liability**

11.1 Wöllner will only assume liability for damages, regardless of their legal justification, if Wöllner has culpably breached a duty essential to the contract (cardinal duty) in a manner that endangers the purpose of the contract, or if the damage is due to gross negligence or intent on the part of Wöllner or results from the issue of a warranty. Cardinal duties are all duties owed by Wöllner under the respective contract that are of decisive importance in fulfilling the purpose of the contract. They include secondary obligations under the contract that may endanger the fulfillment of the contract purpose in case of a culpable breach.

11.2 If a breach of a cardinal duty by Wöllner is not due to gross negligence or intent, the liability assumed by Wöllner shall be limited to such typical damage or such a typical extent of damage as Wöllner could reasonably foresee at the time the contract was concluded. The same shall apply to instances of gross negligence by employees or agents who are not organs or executives of Wöllner, and in case of warranties, unless the warranty includes an express guarantee of the condition of the goods.

11.3 In the cases described in section 11.2, Wöllner's liability for financial losses shall be limited to an amount equaling twice the value of the delivery concerned.

11.4 In the cases described in section 11.2, claims for damage asserted by the buyer become time-barred no later than two years from the time the buyer detects the defect, or, without regard to the time the defect is detected, no later than three years from the occurrence of the damaging event. Claims for defects of the goods become time-barred as described in section 10.3.

11.5 Sections 11.1 to 11.4 shall also apply if only the type of goods is defined.

11.6 Wöllner's liability according to the German product liability law for injury to life, limb, and health, for the malicious concealment of a defect and for the issue of a warranty for the condition of a good remains unaffected.

11.7 Sections 11.1 to 11.6 shall also apply in cases of claims for damage asserted by the buyer against employees or agents of Wöllner.

## **§ 12 Venue and choice of law**

12.1. If individual provisions of the General Terms of Sale are ineffective or void, the effectiveness of the remaining provisions shall not be affected in case of doubt. Ineffective or void provisions shall be replaced by such provisions as come closest to the ineffective or void provisions in their economic relevance.

12.2. All amendments of or supplements to the General Terms of Sale must be in writing. This requirement may only be overridden by means of express written agreement of the parties.

12.3. The contract is subject to German law. The applicability of the UN Convention on Contracts for the International Sale of Goods (UNCISG) is hereby expressly excluded.

12.4. The exclusive venue for all disputes arising directly or indirectly from this contractual relationship shall be Ludwigshafen, unless a different venue is required by law. At our option, Wöllner may also take judicial or extrajudicial measures at the buyer's venue.