

General Terms and Conditions of Business of DEK GmbH

1. Scope of applicability

- 1.1 These terms and conditions of sale apply exclusively with respect to companies, legal persons under public law or public special funds in the meaning of Article 310.1 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).
- 1.2 The following terms and conditions apply for all agreed performances, including the provision of information, deliveries and the like, as well as for ancillary services provided in connection with the fulfilment of the order and other secondary obligations. They also apply to all future deliveries, services or offers to customer, even if they are not separately agreed again.
- 1.3 Any general terms and conditions of business of the principal, including any terms of purchase, do not apply and are hereby excluded. Contractual terms and conditions of the principal shall also not be a part of the contract if DEK GmbH fails to explicitly object to them.

2. Offers

All offers of DEK GmbH are subject to confirmation and non-binding, unless otherwise agreed.

3. Conclusion of contracts

The contract comes into being through the acceptance of DEK GmbH's offer or a separate contract document by both parties or through the performance by DEK GmbH of the work requested by the principal. If the principal commissions DEK GmbH without a prior offer of DEK GmbH, DEK GmbH shall have the right, at its sole discretion, to accept the order by way of a written declaration of acceptance (including such a declaration issued electronically) or by rendering the commissioned performances.

4. Information on quality/characteristics

Information of DEK GmbH regarding the subject of the delivery or service and our representations of the same (e.g. images) are only approximations, unless usability for the contractually envisaged purpose requires exact conformity. They do not constitute guaranteed characteristics but are merely descriptions or designations of the delivery or service. Deviations customary in commercial practice and deviations which occur due to legal regulations or changes in standards or constitute technical improvements are permissible insofar as they do not impair usability for the contractually envisaged purpose.

5. Scope of the service

- 5.1 For the scope of the services only a consensual declaration made by both parties is decisive. If such a declaration has not been made, the written order confirmation of DEK GmbH shall be decisive.
- 5.2 The agreed services shall be performed in compliance with the regulations applicable at the moment when the contract is concluded.
- 5.3 Time limits or deadlines for deliveries and services announced by DEK GmbH shall always only be considered approximate, unless a fixed time limit or a fixed deadline has been explicitly promised or agreed. If shipment has been agreed, delivery time limits and deadlines relate to the moment of handover to the carrier, forwarder or other third party commissioned to handle the transportation.

- 5.4 Without prejudice to its rights arising from a default by the customer, DEK GmbH will be able to demand from the customer an extension of delivery and service periods or a postponement of delivery and service deadlines by the period for which the customer fails to fulfil its contractual obligations with respect to DEK GmbH

6. Billing for services

If, when the order is placed, the scope of performance has not been established in writing / remuneration has not been agreed in writing, the customer shall be billed according to the price-list of DEK GmbH effective at the time when the performances are rendered. The prices should be understood as being in euros ex DEK GmbH's warehouse in Erding. Packaging, freight, statutory VAT and in the case of export deliveries customs duty and charges and other official charges shall be separately specified and invoiced.

7. Payment terms

- 7.1 All invoice amounts shall be immediately due for payment without deductions upon the receipt of the invoice. Discounts shall not be granted.
- 7.2 The payments must be made into DEK GmbH's bank account as specified on the invoice, specifying the invoice number and customer number.
- 7.3 In the event of a delay in making payment, DEK GmbH shall have the right to charge interest in the amount of 8% over the base interest rate of the German Central Bank (*Bundesbank*). At the same time, we reserve the right to assert further claims for damage.
- 7.4 If the principal is late in settling the invoice despite a reasonable additional time limit being set, DEK GmbH will be able to rescind the contract, demand compensation for non-performance and refuse to continue to render any further contractual performances.
- 7.5 The provisions of section 7.4 also apply in the event of failure to honour cheques, suspension of payment, the opening of insolvency proceedings against the principal or a refusal to open insolvency proceedings on grounds of a lack of assets.
- 7.6 Any objections to the invoices issued by DEK GmbH must be submitted in writing within two weeks from the receipt of the invoice.
- 7.7 DEK GmbH has the right to demand a reasonable advance on costs.
- 7.8 DEK GmbH has the right to increase the prices at the beginning of a month in the event of increased overheads and/or purchasing costs. This shall be done by way of a written notification, which must be sent one month (change time limit) before the intended effective date.
- 7.9 The customer can only set off against claims of DEK GmbH with claims which have been established with legally binding effect or are undisputed.

8. Warranty

- 8.1 The delivered goods and the services provided must be carefully inspected immediately after delivery/immediately after provision to the customer or the third party specified by it.

They shall be deemed to be approved if DEK GmbH does not receive a complaint regarding obvious defects or other defects which were identifiable upon an immediate, careful inspection within seven business days after the delivery of the subject of the delivery/the provision of the service or otherwise within seven business days after the discovery of the defect or the moment when the defect was identifiable for the customer in the course of normal use of the subject of the delivery without a closer inspection.

- 8.2 In the event of material defects in the delivered goods, DEK GmbH shall be obliged to perform repairs or provide a replacement delivery within a reasonable period of time. If the repairs or replacement delivery fail, i.e. if they are impossible or unreasonable or are refused or unreasonably delayed, the customer will be able to rescind the contract or reasonably reduce the purchase price.
- 8.3 DEK GmbH guarantees conformity with the standards and proper quality of the delivered goods in their original delivery state. If the goods delivered by DEK GmbH have been further processed by third parties, any warranty with regard to conformity with the standards expires.

9. Confidentiality

The parties undertake to treat as strictly confidential all company and business secrets as well as any business processes, files and documents marked confidential and refrain from providing unauthorised third parties with any information regarding them or enabling them to access confidential files or documents.

10. DEK GmbH's liability

- 10.1 DEK GmbH's liability for losses and expenses caused by corporate bodies and/or employees of DEK GmbH, irrespective of the legal basis, particularly in the event of a breach of contractual obligations and due to impermissible action, shall be limited to three times the remuneration for the individual order and a maximum of € 20,000.00.
- 10.2 DEK GmbH shall not be liable for impossibility of the delivery or service or for delays in making delivery or providing the service insofar as they are caused by an event of force majeure or other events which are not foreseeable upon the conclusion of the contract (e.g. operational disruptions of any kind, difficulties in acquiring materials or energy, transportation delays, strikes, lawful lock-outs, shortfalls of manpower, energy or raw materials, difficulties in obtaining necessary official approvals, governmental measures or failure by our suppliers to make delivery to us or make delivery correctly or on time) for which DEK GmbH is not responsible. If such events significantly impede DEK GmbH in making delivery or performing the service or make them impossible and the impediment is not only temporary, DEK GmbH shall have the right to rescind the contract. In the event of temporary obstructions, the time limits for delivering goods or providing services shall be extended or the delivery/service deadlines shall be postponed by the duration of the obstruction plus a reasonable lead time. If, as a result of the delay, the principal cannot be reasonably expected to accept the delivery or service, it shall have the right to rescind the contract by promptly making a written declaration to DEK GmbH.
- 10.3 DEK GmbH shall not be liable for indirect or consequential losses, particularly for lost profits, loss of business, loss of a business opportunity, a reduction in goodwill or costs related to a product recall. DEK GmbH shall also not be liable for any losses, damage or costs which the customer may incur as a result of legal action taken by third parties.

10.4 The limitations of liability do not apply for losses resulting from gross negligence or wilful misconduct. The same applies for losses resulting from loss of life or injury to the body or health, if DEK GmbH is responsible for the breach of obligation.

10.5 The time limitation of claims for compensation for losses is based on the provisions of law.

11. Retention of ownership

11.1 The retention of ownership agreed below serves the purpose of securing all currently existing and future receivables of DEK GmbH against the customer from the supply relationship existing between the contract partners (including balance claims from a current account agreement restricted to that supply relationship).

11.2 The goods delivered by DEK GmbH to the customer shall remain the property of DEK GmbH until all secured receivables have been paid in full. The goods, as well as goods taking their place in accordance with this clause which are covered by the retention of ownership, shall hereinafter be referred to as goods subject to retention of title.

11.3 The customer shall safekeep the goods subject to retention of title for DEK GmbH free of charge.

11.4 The customer shall have the right to process and sell the goods subject to retention of title in the normal course business until such time as the retention of ownership is enforced. Pledging and assignment for security are impermissible.

11.5 For the event that the goods subject to retention of title are resold, the customer already now assigns to DEK GmbH as security the claim against the buyer that arises as a result. DEK GmbH revocably authorises the customer to collect the receivables assigned to DEK GmbH in its own name and for DEK GmbH's account. DEK GmbH may only revoke that collection authorisation in the event of enforcement.

11.6 If third parties lay claim to the goods subject to retention of title, specifically by attaching them, the customer shall promptly bring to the attention of such third parties the ownership title retained by DEK GmbH and inform DEK GmbH of this to enable it to enforce its ownership rights. Upon request DEK GmbH shall release the goods subject to retention of title and the items or claims that take their place according to its choice, insofar as their value exceeds the amount of the secured receivables by more than 50 %.

11.7 DEK GmbH rescinds the contract due to breaches of contract by the customer, particularly a payment default (enforcement), it shall have the right to demand the return of the goods subject to retention of title.

12. Partial ineffectiveness, written form, place of jurisdiction

12.1 No additional arrangements have been made relating to this contract.

12.2 Any amendments or additions to this contract must be in writing in order to be effective. This also applies to any amendments or additions to this written form requirement itself.

12.3 Should one or more provisions of this contract become ineffective, the contract parties shall agree on a legally effective replacement provision which comes as close as possible in legal and commercial terms to the ineffective provision.

- 12.4 The place of jurisdiction for all disputes related to this contract is Munich. The relationships between DEK GmbH and the customer are exclusively subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply.