§ 1 - Scope

(1) These General Terms and Conditions of Sale and Delivery shall apply exclusively to all our - including future - deliveries, services or offers to the customer, even if they are not separately agreed again. If, after the conclusion of the contract, unforeseeable mandatory changes are made by law or jurisdiction at the time of the conclusion of the contract and the relationship between performance and consideration is significantly disturbed as a result, we reserve the right to adjust these General Terms and Conditions of Sale and Delivery accordingly. The aforementioned unilateral reservation of the right to make changes shall not apply if the changes affect the main performance obligations of the parties.

(2) We do not recognise supplementary terms and conditions of the customer, terms and conditions that conflict with or deviate from our terms and conditions of sale and delivery, unless we have expressly agreed to their validity in writing. Even if we refer to a letter containing or referring to the terms and conditions of the customer or a third party, this does not constitute an agreement to the validity of those terms and conditions. Insofar as our terms and conditions do not contain any special provisions, the statutory provisions shall apply irrespective of any trade customs, whereby sufficient consideration shall be given to the latter. References to the applicability of statutory provisions shall, moreover, only have a clarifying significance. Our terms and conditions shall also apply if we carry out the delivery in the knowledge of conflicting or deviating terms and conditions of the customer.

(3) Additions or amendments to the contract must be made in text form in order to be effective.

(4) Our General Terms and Conditions of Sale and Delivery shall only apply to entrepreneurs within the meaning of Sections 14, 310 para. 1 BGB (German Civil Code), legal entities under public law or special funds under public law.

§ 2 – Delivery / Delivery time, Force Majeure, Transfer of Risk

(1) The scope and content of the owed delivery result from our respective offer and the respective order of the customer referring to it. Oral promises made prior to the conclusion of the respective contract are not legally binding; any oral agreements made between us and the customer shall be replaced by the written contract, unless expressly stipulated otherwise in each case.

(2) The stated delivery period begins after clarification of all technical and organisational questions. Compliance with our delivery obligation further presupposes the timely and proper fulfilment of the customer's obligations. We reserve the right to plead non-performance of the contract (Sec. 320 BGB).

(3) Force majeure and other unforeseeable extraordinary circumstances beyond our control, including war or warlike conditions, riots warlike conditions, riots, lawful industrial action and unlawful strikes, official and government orders, energy and raw material shortages, epidemics, infectious diseases (insofar as such has been declared by the WHO or a ministry or a danger level of at least "moderate" has been determined by the Robert Koch Institute), traffic and unavoidable operational disruptions as well as fire - also at our suppliers - shall release us from our contractual obligations for the duration of the disruption and the extent of its effects. In the event of unforeseeable duration, but no earlier than 30 days after their occurrence, circumstances within the meaning of the preceding sentence shall entitle us to withdraw from the contract in whole or in part without the customer being entitled to claim damages; the same shall apply if the aforementioned circumstances make the performance of the contract permanently uneconomical and it is unreasonable for us to adhere to the contract. We shall inform the customer as soon as possible of the occurrence of force majeure and/or similar events.

(4) The events listed above shall apply accordingly as exemptions from performance for the customer, insofar as they occur at the customer or within the customer's organisational area.

(5) Deliveries shall be made in accordance with IncoTerms 2020. Details shall be regulated in the respective contracts. In the event that a contract does not contain any statements in this respect, delivery shall be made to the place chosen by the buyer in accordance with DAP IncoTerms 2020. If the customer wishes special transport or other insurance, he shall give us a written order for this and reimburse us for any additional costs.

§ 3 – Delay in Delivery / Default of acceptance

(1) If the purchase contract on which the respective transaction is based includes a transaction for delivery by a fixed date within the meaning of Section 286 para. No. 4 BGB or Section 376 HGB (German Commercial Code), our liability in the event of a delay in delivery shall be governed by the statutory provisions. The same shall apply insofar as the customer demonstrably asserts that its interest in the further performance of the contract has ceased as a result of a delay in delivery for which we are responsible.

(2) We shall also be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible; fault on the part of our representatives or vicarious agents in accordance with Section 278 BGB shall be attributed to us.

(3) If the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation, the fulfilment of which is necessary to achieve the objective of the contract, we shall also be liable in accordance with the statutory provisions.

(4) In the aforementioned cases of paragraphs 1 to 3, our liability is limited to the foreseeable, typically occurring damage.

(5) Otherwise, in the event of a delay in delivery, we shall be liable for each completed week of delay only within the framework of a lump-sum compensation for delay in the amount of 1% of the delivery value, but not more than 5% of the net delivery value.

(6) Further legal claims and rights of the customer which do not concern damage caused by delay and which are not regulated differently in these General Terms and Conditions of Sale and Delivery remain reserved.

(7) If the customer is in default of acceptance (e.g. shortfall in quantities at the end of the contract) or culpably breaches other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. Further claims or rights remain reserved.

(8) If the conditions of para. 7 are met, the risk of accidental loss or accidental deterioration of the delivery shall pass to the customer at the time the customer is in default of acceptance or debtor's delay; however, we shall be obliged to store the delivery properly at the customer's expense.

§ 4 – Prices / Terms of payment

(1) Unless otherwise agreed, the respective prices for the service and scope of delivery listed in the order confirmations shall apply ex works net plus the statutory value added tax applicable at the time. Additional or special services shall be invoiced separately. Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries that take place 3 months or later after conclusion of the contract.

(2) Unless otherwise agreed, all invoice amounts are due net cash within 14 days of the invoice date without any deductions. The statutory provisions regarding default in payment shall apply. The deduction of a cash discount requires special agreement. Otherwise, Section 5 of these General Terms and Conditions of Sale and Delivery shall apply.

(3) We only accept bills of exchange if this has been agreed in writing. In this case, the customer shall bear the discount charges. Payment shall only be deemed to have been made when the respective amount due has been irrevocably credited to us.

(4) The customer shall only be entitled to set-off rights insofar as his claim has been legally established, is undisputed or has been recognised by us in writing. However, the customer is entitled to exercise a right of retention due to counterclaims from the same contractual relationship.

(5) If the customer is in default of payment, we shall be entitled to demand interest on the outstanding amount in the amount of 9 (in words: nine) percentage points above the respective base interest rate stipulated in Section 247 of the German Civil Code (BGB) p.a. as default damages. we reserve the right to claim higher interest and/or higher default damages.

(6) We may adjust the prices to be paid by the customer on the basis of the respective purchase contract at our reasonable discretion in the event of a change in the limitation of the EEG surcharge applicable to us (Sections 63 no. 1, 64 EEG), in the event of a discontinuation of the limitation of the EEG surcharge or a complete discontinuation of the EEG surcharge or in the event of energy price changes as a result of extraordinary influences. A price increase as well as a price reduction shall be considered if a change in the applicable purchase or production costs leads to a changed cost situation, in particular due to a change in the prices applicable to us in purchasing or for energy or gas, for example due to distortions on the market, changes in the legal situation with regard to the EEG levy, the Energy Security Act or other sovereign measures. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any declining costs in other areas.

§ 5 – Customer's delay in payment

(1) The due date of the invoice amounts within 14 days after the invoice date pursuant to Section 4 para. 2 or an agreement on the due date deviating from this shall be subject to the conditions that the customer fulfils its payment obligations in accordance with the contract and that the customer's economic performance does not deteriorate significantly.

(2) If the customer defaults on two undisputed payment obligations arising from the contract, we shall be entitled to declare all outstanding claims due, even if their due date has not yet occurred. We shall inform the customer immediately of the due date of the open claims at least in text form (e.g. by e-mail, fax).

§ 6 – Credit rating / Provisions of a Security

(1) We make advance payment with our delivery to the customer. In order to check and secure the associated payment risk, we are entitled to constantly check the creditworthiness of the customer during the term of the contract. The customer agrees that we exchange data with third parties, in particular our trade credit insurer and with credit agencies, in order to check the credit security; the provisions of the Federal Data Protection Act shall be observed.

(2) If, according to the circumstances of the individual case, it is to be feared that the customer will not fulfil contractual payment obligations in whole or in part or not in due time, we shall be entitled, in order to secure our delivery risk, to effect our delivery only concurrently against payment of the delivery. The customer may also choose to provide security in an appropriate amount instead of concurrent delivery, at least, however, in the amount of payments to be made on average for two deliveries. The customer may choose to provide the security in the form of a cash deposit or in the form of an unconditional, irrevocable, directly enforceable guarantee from a German bank. The guaranteeing bank must have a rating in the "A" range from Standard & Poors or an equivalent rating from another comparable rating agency.

(3) The fear according to para. 2 is given and justified in particular if

a) the customer is in default with two undisputed payment obligations under the contract, or

b) the creditworthiness index of the customer is rated worse than "good creditworthiness" (Creditreform: 250 or higher) according to the assessment of the Verband der Vereine Creditreform e.V. or other generally recognised credit agencies requested by us, or

c) the trade credit insurer requested by us does not grant credit protection for the customer with reference to the customer's insufficient creditworthiness or cancels existing credit protection, or

d) the customer has concluded an inter-company agreement within the meaning of Sections 291 et seq. AktG (German Stock Corporation Act) as a dependent company and this inter-company agreement is cancelled, withdrawn, not recognised, revoked, rejected or refused in whole or in part or the validity of such inter-company agreement is disputed or otherwise the obligations under this inter-company agreement are not fulfilled, or

(4) a security existing in favour of the customer, in particular a hard letter of comfort, guarantee or letter of subordination, is revoked. We shall realise the security in accordance with the above paragraph 2 only to the extent that this is necessary to fulfil the overdue payment obligations and to cover the default costs (including default interest and other default damages) incurred by the failure to make payments.

(5) We are obliged to return the collateral referred to in para. 2 in whole or in part insofar as the prerequisite for the provision of the collateral pursuant to para. 2 has ceased to exist.

(6) We shall notify the customer in writing of the realisation of all aforementioned collateral, setting a deadline of ten banking days, unless it is to be feared that satisfaction from the collateral would otherwise be too late.

(7) The customer may, within a period of ten banking days from the notification of realisation pursuant to para. 6, demonstrate that we have actually suffered a lesser loss than that compensated for by the use of the collateral.

§ 7 – Interruption / Termination of delivery

(1) Notwithstanding our other rights, we shall be entitled to interrupt or stop delivery to the customer if the customer's economic performance has deteriorated in accordance with Section 6 para. 3 and the customer, despite being requested to do so within a period of time, has not made payment in return for the delivery and has not provided security. This right exists until receipt of the consideration or security owed.

(2) We will notify the customer of the intended interruption or cessation of delivery at least three working days before the intended interruption or cessation of delivery, unless the customer's order is placed at shorter notice.

§ 8 - Warranty for material defects and defects of title, Limitation of Actions, Limitations of Liability

(1) The customer is obliged to inspect the deliveries carefully without delay in accordance with Sections 377 HGB, Section 121 para. 1 sentence 1 BGB and to give notice of any defects (in text form). The deliveries shall be deemed to have been approved by the customer with regard to obvious defects or other defects that would have been identifiable in the course of an immediate, careful inspection if we do not receive a written notice of defects within 1 (one) working day after

delivery. With regard to other defects, the deliveries shall be deemed to have been approved by the customer if we do not receive notification of the defect within 5 (five) working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the commencement of the period for giving notice of defects. At our request, a delivery which is the subject of a complaint shall be returned to us carriage paid. In the event of a justified complaint, we shall reimburse the costs of the most favourable shipping route; this shall not apply insofar as the costs increase because the delivery item is located at a place other than the place of intended use.

(2) The above paragraph shall also apply to excess and insufficient deliveries as well as to any incorrect deliveries. Any information provided by us on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are, however, only approximately authoritative unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service.

(3) Insofar as a defect exists and has been notified in good time, we shall be entitled, at our discretion, to effect subsequent performance within a reasonable period of time in the form of rectification of the defect or delivery of a defect-free item. The expenses necessary for the purpose of subsequent performance shall be borne by us. If the subsequent performance fails, the customer shall be entitled to withdraw from the contract, provided that the breach of duty is not insignificant, or to demand a reduction of the remuneration (abatement). In addition, the customer may also demand damages in lieu of performance in accordance with the statutory provisions, insofar as our limitation of liability under Section 8 paras. 5 to 8 does not apply.

(4) The limitation period for newly manufactured items is one year and begins with the delivery of the item to the customer or the carrier named by the customer. Liability for defects is excluded for second-hand goods. The limitation period in the case of a delivery recourse according to Sections 478, 445a, 445b BGB remains unaffected. For the limitation of our liability, the provision of Section 8 para. 5 to 8 shall apply accordingly.

(5) We warrant that the delivery is free from industrial property rights or copyrights of third parties. The parties shall notify each other in writing without delay if claims are asserted against them for infringement of such rights. Should a delivery nevertheless infringe an industrial property right or copyright of a third party, we shall, at our discretion and at our expense, modify or replace the delivery in such a way that no third party rights are infringed any more, but the delivery continues to fulfil the contractually agreed functions, or procure the right of use for the customer by concluding a licence agreement with the third party. If we do not succeed in doing so within a reasonable period of time, the customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the customer are subject to the limitations of the following paragraph of this Section 8. Soweit sich aus den nachfolgenden Bestimmungen in Section 8 Abs. 6 bis 8 nichts anderes ergibt, ist unsere Haftung auf Schadensersatz ausgeschlossen.

(6) The statutory liability under the Product Liability Act, for damage arising from injury to life, limb or health or on the basis of a guarantee for the quality of the goods shall remain unaffected.

(7) Insofar as liability is limited in accordance with the above provisions, this shall also apply to the personal liability of our employees, staff, representatives and vicarious agents.

(8) All limitations of our liability for culpably caused damage contained in these General Terms and Conditions of Sale and Delivery as well as in the respective underlying contract - if applicable also in other places - shall not apply to damage resulting from a) injury to life, body or health as well as b) breach of material contractual obligations and c) non-compliance with warranted characteristics. In this respect, we shall be liable without limitation for intent and negligence. Material contractual obligations are the obligation to deliver the delivery items on time, their freedom from material defects and defects of title as well as such material defects that impair their functionality or usability more than insignificantly.

§ 9 – Other liability

(1) The limitations of liability in Section 8 paras. 5 to 8 shall also apply to all other claims - irrespective of the legal grounds on which they are asserted against us.

(2) Insofar as tortious claims are asserted against us, the statutory limitation period shall remain unaffected; however, the customer shall be obliged to assert any tortious claims for damages - with the exception of those which find their cause in a defect in the delivery - against us in court within a preclusive period of 18 months after he has become aware of all conditions giving rise to the claim.

(3) Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and to the exclusion of any liability.

§ 10 – Retention of title

(1) We reserve title to all deliveries until all claims have been settled which have already arisen between the customer and us on the basis of the business relationship existing between us up to the time of the respective conclusion of the contract in order to secure all current and future claims against the customer. If a current account relationship has been agreed between the customer and us, the retention of title shall also apply to the respective recognised balance. The same shall apply insofar as a balance is not recognised but a "causal" balance is drawn, for example because the customer becomes insolvent or goes into liquidation.

(2) The deliveries and the goods covered by this reservation of title which take their place in accordance with the following provisions are hereinafter referred to as "**reserved goods**". In the event of conduct by the customer in breach of the contract, in particular in the event of default in payment, we shall be entitled to withdraw from the contract (realisation event) and to demand the return of the reserved goods subject to retention of title. The proceeds of the realisation shall be set off against the customer's liabilities – less reasonable realisation costs.

(3) The customer is entitled to sell or process the reserved goods subject to retention of title to third parties within the ordinary course of business. However, pledges and transfers by way of security are not permitted. The customer hereby assigns to us all claims arising from the resale to his customers or third parties, irrespective of whether the goods subject to retention of title have been resold without or after further processing. The claim assigned to us by the customer also relates to the recognised balance or to a "causal" balance. The assignment is limited to the amount of the claim which has been agreed as the final invoice amount (gross) between the customer and us. We accept the assignment. The same applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We authorise the customer to collect this claim in his own name as long as he is not in default of payment. Insofar as this occurs, we are entitled to revoke the direct debit authorisation; in this case, the customer is obliged to provide

us with all the information required for collection and to hand over the associated documents so that we are in a position to collect the debt from the buyers ourselves. In the event of revocation of the collection authorisation, the customer shall inform the debtors of the assignment. We are also entitled to revoke the resale and collection authorisation if the customer has got into considerable payment difficulties or if an application for the opening of insolvency proceedings has been filed.

(4) If third parties access the reserved goods subject to retention of title, in particular by way of seizure, the customer shall immediately notify them of our ownership thereof and inform us thereof in order to enable us to enforce our ownership rights, in particular by way of third-party action pursuant to Section 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse us for the court or out-of-court costs incurred in this connection, the customer shall be liable to us for this.

(5) Insofar as the customer processes or transforms the reserved goods delivered by us, this shall always be done on our behalf. If the customer processes these goods subject to retention of title with items that are not our property, we shall acquire co-ownership of the new item in the ratio of the value (final gross invoice amount) of our goods subject to retention of title to the value of the other processed items at the time of processing. The customer shall keep the co-ownership for us. In all other respects, the same shall apply to the item created by the processing as to the item delivered subject to retention of title.

(6) If the goods subject to retention of title delivered by us are inseparably mixed with other items/objects not belonging to us, we shall acquire co-ownership of the new items in the ratio of the value of the goods subject to retention of title (final gross invoice amount) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall keep the resulting co-ownership for us.

(7) The customer is obliged to treat the delivered goods as well as goods that are co-owned by us with care; in particular, he is obliged to insure them sufficiently at replacement value against fire, water and theft damage at his own expense. If maintenance and security measures are necessary, the customer must carry these out in good time at his own expense.

(8) Insofar as the realisable value of the securities to which we are entitled exceeds the nominal value of our claims by more than 50%, we are obliged to release the corresponding securities at the customer's request; the selection of the securities to be released is incumbent upon us.

§ 12 – Compliance, Supply Chain Due Diligence Obligations

(1) We ensure that all relevant legal provisions are complied with by our executive bodies and employees in our area of responsibility. This applies in particular to compliance with anti-corruption, anti-trust and data protection laws. We ensure this through appropriate training, in which our employees entrusted with the contractually agreed tasks and activities are familiarised with the relevant regulations.

(2) Furthermore, we ensure within the scope of reasonable efforts that no violations of the prohibitions mentioned in Section 2 para. 2 nos. 1-12 as well as para. 3 nos. 1-8 LkSG (Supply Chain Sourcing Obligations Act) are committed in our business area (within the meaning of Section 2 para. 6 LkSG). We pass on the above obligation to our direct suppliers (within the meaning of Section 2 para. 7 LkSG) and also address them appropriately along our supply chain (within the meaning of Section 2 para. 5 LkSG).

(3) In the event that we discover a breach of the prohibitions set out in Section 2 para. 2 nos. 1-12 and para. 3 nos. 1-8 LkSG in our own business area, we shall inform the customer of this immediately in text form and state which measures have been or will be taken to remedy the breach on our part. The customer is entitled to pass on the information obtained in accordance with this paragraph to the direct purchasers of the products or services. The disclosure shall be made in compliance with our legitimate interests, the rights of employees, data protection and the protection of business secrets.

(4) If we fail to comply with any of our obligations under this clause 12, the customer shall be entitled to suspend the business relationship until we have complied with the respective obligation.

§ 13 – Pallet Exchange, Compensation for lost value

(1) In the case of palletised delivery, the customer receives the goods on pallets which, in terms of size, design and condition (together: quality), correspond at least to class "B" according to the GS1 standard in the case of Euro pallets; in the case of palletised delivery on other pallets, these correspond at least to a quality equivalent to class "B" according to the GS1 standard.

(2) The customer is obliged to provide us with the same number of empty pallets (exchange pallets) by way of exchange (step-by-step), which must also correspond in terms of quality at least to the pallets on which the goods are delivered.

(3) Insofar as exchange pallets are not provided to us in due time or in sufficient quantity, we shall be entitled to demand a lump-sum compensation in the amount of € 10.00 per pallet. Furthermore, we are entitled to reject exchange pallets of the customer with a lower quality than defined in paragraph 1 and to demand a lump-sum compensation in the amount of € 10.00 per rejected pallet, unless the customer can prove that we did not suffer any damage or a reduction in value or that the damage or reduction in value was significantly lower than the aforementioned lump sum. In contrast, we reserve the right to claim a higher value to be compensated or higher costs of replacement for each of the aforementioned cases.

§ 15 – Final Provisions

(1) The exclusive local place of jurisdiction for all disputes arising from or in connection with this contract, including any tort claims, is the registered office of our company (place of business); however, we are also entitled to sue the customer at his place of business. Sentence 1 shall only apply to merchants, legal entities under public law or special public-law associations.

(2) The law of the Federal Republic of Germany shall be deemed agreed for all contracts. The United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (CISG) shall not apply.

(3) The place of performance for all obligations arising from the contract, including the customer's payment obligations, is our registered office. Sentence 1 shall only apply to merchants, legal entities under public law or special public law associations.

(4) We take back transport packaging free of charge at the customer's request in order to recycle it within the meaning of the Packaging Act. This serves the purpose of avoiding non-recycled waste.

(5) Insofar as the contract underlying these General Terms and Conditions of Sale and Delivery or these General Terms and Conditions of Sale and Delivery contain regulatory gaps, those legally effective provisions shall be deemed agreed to fill these gaps which the parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Sale and Delivery if they had been aware of the regulatory gap.

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