

General Terms and Conditions for Commercial Customers of InnoSent GmbH

Version: Dec 1, 2021

- 11 Our ("InnoSent GmbH") deliveries (hereinafter also referred to as "goods") and services are exclusively subject to these General Terms and Conditions; we only accept conflicting or deviating General Terms and Conditions/ Conditions of Purchase of the customer if we have expressly agreed to them in writing. They shall also have no effect when we have not objected to them in individual cases.
- 12 The regulation of Clause 1.1 shall also apply to all future transactions with the customer.
- 13 The assignment of claims against us to third parties is excluded. § 354 a HGB [German Commercial Code] remains unaffected.
- 14 The customer shall only be entitled to offset, even if claims for defects or counterclaims are asserted, if the asserted claims have been legally established, acknowledged by us or if they are undisputed. The customer shall only be entitled to exercise a right of retention if the counterclaim is based on the same contractual relationship from which the customer's payment obligation arises.
- 15 The sale, resale and disposition of deliveries and services as well as any associated technology or documentation may be subject to the German, EU, US export control laws and, if applicable, the export control laws of other states. Upon placing the order, the customer declares conformity with such laws and regulations. The customer declares to receive all necessary permits for the export or import.
- 2. Offer / Scope of delivery and service**
- 2.1 Our offers are non-binding. The offers are non-binding invitations to the customer to order goods and services from us.
- 2.2 By sending the order to us, the customer submits a binding offer to conclude a contract.
- 2.3 We may accept this offer within a period of 14 calendar days by sending an order confirmation or by sending the ordered goods or by commencing performance. After fruitless expiry of the deadline, the offer shall be deemed rejected.
- 2.4 We reserve ownership rights and copyrights to drafts, catalogs, advertising materials, illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are classified as "confidential". The customer requires our express written consent before passing them on to third parties.
- 3. Information / Technical advise**
- We provide information and technical advice to the best of our knowledge based on our experience. All details and information on the suitability and application of our deliveries and services are, however, non-binding and do not exempt the customer from the obligation to carry out his own inspections. Any liability shall be governed by Clause 9 of these General Terms and Conditions.
- 4. Pricing**
- 4.1 Unless otherwise stated in our order confirmation, our prices shall apply "ex works" (Incoterms 2021), excluding packaging, insurance, freight and any surcharges for small quantities. These items shall be invoiced separately.
- 4.2 All prices are net prices without value added tax. The latter will be charged and shown separately in the invoice at the applicable rate on the day of invoicing (currently 19 %).
- 5. Payments**
- 5.1 Unless otherwise stated in the order confirmation, payments are due without deduction within 10 days of the invoice date. In the event of default in payment, the provisions of Clause 5.2 shall apply and, in addition, the statutory provisions relating to default in payment.
- 5.2 In the event of default in payment or endangerment of our claims due to deterioration of the customer's creditworthiness, we are entitled to demand payment of our claims arising from the business relationship with the customer. We shall then also be entitled to make outstanding deliveries only against advance payment or against the provision of securities. If the customer is not in a position to provide securities within a reasonable period after setting a deadline with the threat to revoke the contract if necessary, we shall have the right to revoke the contract.
- 5.3 We shall be entitled to charge default interest at a rate of 9 percentage points above the base interest rate of the ECB p.a. applicable at the time from the date on which payment is in arrears. Irrespective of this, it is possible to assert a higher actual damage.
- 5.4 Bills of exchange and cheques are considered as payment if cashed and credited to our account without reservation and shall be accepted without any obligation to present and protest in due time and only subject to special written agreement and charging of all collection and discount charges.
- 6. Delivery time**
- 6.1 Unless expressly agreed otherwise, we deliver ex works or ex warehouse.
- 6.2 Delivery/performance dates and delivery/performance periods, which may be agreed as binding or non-binding, must be stated in writing and shall only be agreed with the reservation that our suppliers supply us correctly and punctually.
- 6.3 The agreed delivery/performance period shall be deemed to have been met if the delivery item is ready for collection at the factory or warehouse by the end of the delivery period or if we have at least offered our services orally.
- 6.4 War, strikes, lockouts, shortages of raw materials and energy, traffic and unavoidable operational disruptions, acts by higher authorities - also insofar as they make the execution of the business concerned uneconomical for the foreseeable future - as well as all other cases of force majeure, including at our suppliers, shall release us for the duration of the disruption and to the extent of their effects from our obligation to deliver. We shall be entitled to charge default interest at a rate of 9 percentage points above the base interest rate of the ECB p.a. applicable at the time from the date on which payment is in arrears.
- 6.5 Such events entitle us to withdraw from the contract in whole or in part without the customer being entitled to compensation.
- 7. Transfer of Risk and Acceptance**
- 7.1 The collection/acceptance of the goods/services shall be carried out by the customer immediately after the goods have been made available at the factory or warehouse or after an oral offer for the services has been made.
- 7.2 If the goods are dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch of the goods, at the latest upon leaving the factory or warehouse. This shall apply regardless of who bears the freight costs.
- 7.3 If the customer is in default of acceptance, we shall be entitled to demand reimbursement of the expenses incurred by us; upon occurrence of the default of acceptance, the risk of accidental deterioration and accidental loss shall pass to the customer.
- 7.4 Goods/services are to be accepted by the customer, even if they show insignificant defects, without prejudice to the rights from Clause 9 of these Terms and Conditions.
- 8. Retention of title**
- 8.1 The delivery items/goods shall remain our property (reserved goods) until the fulfillment of all claims, irrespective of their legal basis, arising from the legal relationship on which the delivery is based.
- 8.2 If the customer processes, combines or mixes the goods subject to retention of title with other goods, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other goods used. If our ownership expires as a result of processing, combining or mixing, the customer hereby assigns to us the ownership rights to which he is entitled to the new stock or item to the extent of the value of the reserved goods and shall store them for us free of charge. The resulting co-ownership rights shall be regarded as reserved goods within the meaning of Clause 8.1.
- 8.3 The customer shall only be entitled to further process, combine and mix the reserved goods with other goods or resell them in the course of proper business operations and as long as he is not in default. Any other disposal of the reserved goods is not permitted. We must be notified immediately of any attachments or other seizures of the reserved goods by third parties. All intervention costs shall be borne by the customer insofar as they cannot be collected from the third party. If the customer gives his customer time to pay the purchase price, he must reserve the ownership of the goods subject to retention of title to the same conditions under which we have reserved the property upon delivery of the reserved goods. Otherwise the customer shall not be entitled to resell the goods.
- 8.4 The customer's claims arising from the resale of the reserved goods are hereby assigned to us. They serve as security to the same extent as the reserved goods. The customer is only entitled and authorized to resell the goods if it has been ensured that the claims to which he is entitled are transferred to us.
- 8.5 If the reserved goods are sold by the customer together with other goods not supplied by us at a total price, the claim from the sale shall be assigned to us in the amount of the invoice value of the reserved goods sold.
- 8.6 The customer shall be entitled to collect the claims assigned to us until revoked by us. We shall be entitled to revoke if the customer does not meet his payment obligations arising from the business relationship with us in due time. If the conditions for exercising the right of revocation are met, the customer shall, at our request, immediately notify us of the assigned claims and their debtors, provide us with all information required for collection of the claims, hand over to us the relevant documents and notify the debtor of the assignment. We are also entitled to notify the debtor of the assignment ourselves.
- 8.7 If the value of the securities granted to us exceeds the secured claims by more than fifteen (15) percent in total, we shall be obliged to release securities of our choice at the customer's request.
- 8.8 If we assert the retention of title, this shall only be deemed a withdrawal from the contract if we expressly declare this in writing. The customer's right to possess the reserved goods shall lapse if he does not fulfill his obligations arising from the legal relationship on which the delivery is based.
- 9. Warranty, material defects**
- 9.1 The customer's warranty claims in the event of defects shall be governed by the statutory provisions within the statutory periods, unless deviations arise as a result of the following provisions.
- 9.2. The applicability of § 439 sections 2 and 3 BGB [German Civil Code] is excluded; the foregoing does not apply if a defect in the service provided by us becomes subject of a consumer's warranty claim downstream in the supply chain, either in whole or in part. In any case § 377 HGB [German Commercial Code] applies.
- 9.3 In the case of the purchase of new delivery items, the customer's warranty claims for defects shall expire one year after receipt of the delivery items.
- 9.4 The warranty claims of the customer are excluded when purchasing used delivery items.
- 9.5 The limitation period of one year or the exclusion of the warranty shall not apply if the obligation to pay compensation is based on physical injury or damage to health due to a defect for which we are responsible or on intentional behavior or gross negligence on the part of his vicarious agents. Irrespective of this, we shall be liable in accordance with the [German] Product Liability Act.
- 9.6 The warranty does not apply if the customer changes the delivery items, has them changed by third parties or uses them improperly without our consent and the removal of defects becomes thereby impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect incurred as a result of the change.

- 97 The customer is obliged to inspect the delivery item/service for any defects upon delivery and to notify us immediately in writing. The relevant regulations and legal consequences of the HGB shall apply accordingly.
- 98 If a notice of defect proves to be unjustified, the customer shall reimburse us for all expenses incurred by us as a result thereof.

10. Liability for damages due to culpability

- 10.1 Our liability for damages, for whatever legal reason, in particular impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with this Clause 10 to the extent that this depends on culpability.
- 10.2 We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents unless it is a matter of a breach of material contractual obligations. Essential contractual obligations are those which grant the contractual parties the right, which the contract has to grant according to its content and purpose, in particular those obligations, the fulfillment of which are essential for the proper execution of the contract and the observance of which the contractual partner regularly relies and may rely on.
- 10.3 Insofar as we are liable for damages in accordance with Clause 10.2, this liability shall be limited to damages which we foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which we should have foreseen if we had exercised due care. Indirect damage and consequential damage resulting from defects in the delivered goods are also only eligible for compensation if such damage can typically be expected when the goods are used in accordance with their intended purpose.
- 10.4 In the event of liability for simple negligence, our liability for property damage and any further financial losses resulting herefrom shall be limited to an amount of EUR50,000 per claim (corresponding to the current sum insured under our product liability insurance or liability insurance), even if it is a breach of material contractual obligations.
- 10.5 The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.
- 10.6 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 all liability.
- 10.7 The limitations of this Clause 10 shall not apply to our liability for intentional and grossly negligent conduct, for guaranteed characteristics of the deliveries, for injury to life, limb or health or in accordance with the [German] Product Liability Act.

11. Data Processing and Miscellaneous

- 11.1 We store and transmit the customer's order-related personal data exclusively for the processing and execution of his order (Art. 6 GDPR). In accordance with the provisions of the GDPR, the Federal Data Protection Act and the Telemedia Act (TMG), we commit ourselves to comprehensive protection of the customer's personal data.
- 11.2 We are - not - willing to participate in a dispute settlement procedure (§§ 36, 37 VSBG [German Consumer Dispute Settlement Act]).
- 11.3 The substantive law of the Federal Republic of Germany applies; the validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 11.4 Unless otherwise stated in the order confirmation, our place of business shall be the place of performance.
- 11.5 If the customer is a merchant, a legal entity under public law or a special fund under public law, Schweinfurt shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the customer has his registered office abroad.