

Standard Terms and Conditions of Delivery of EasCon GmbH

1. General

These Standard Terms and Conditions shall apply to each contract for the sale of goods (hereinafter referred to as "the Contract") between EasCon GmbH (hereinafter referred to as "the Vendor") and business customers and public authorities and institutions under public law (hereinafter referred to as "the Purchaser").

Each Contract shall be subject solely to these Standard Terms and Conditions except where the Vendor has expressly accepted any deviations or conditions of the Purchaser in writing. Any standard terms and conditions of the Purchaser in deviation from these Standard Terms and Conditions shall not be deemed to have been accepted by the Vendor except where the Vendor has expressly accepted such standard terms and conditions. These Standard Terms and Conditions shall also apply in cases where the Vendor has delivered goods to the Purchaser without stating any reservations in full knowledge of conditions of the Purchaser in deviation from or conflict with these Standard Terms and Conditions.

These Standard Terms and Conditions shall apply to any future transactions between the Parties without it being necessary for either of the Parties to refer to these Standard Terms and Conditions. In the event that any of the provisions of these Standard Terms and Conditions is ineffective or void, the remaining provisions shall remain in full force and effect. The Vendor shall not be entitled to assign any rights, obligations and without limitation amounts payable under its business relations with the Purchaser to any third party.

2. Quotations and Quality Information

As regards price, quantity, delivery period and the possibility of delivery, quotations issued by the Vendor shall not be binding on the Vendor. Orders issued by the Purchaser shall not become binding on the Vendor until confirmed in writing by the Vendor; such confirmation may also take the form of an invoice or delivery note issued by the Vendor. Unless otherwise agreed in writing, samples of the Vendor's goods shall be deemed only to give an approximate indication of the characteristics of the goods concerned. The Vendor shall provide advice and information to the best of its knowledge but shall not assume any liability therefore.

Information concerning the application and use of products given in brochures, sales documents or other similar documents of the Vendor shall only be deemed to constitute general information and shall not give rise to any liability on the part of the Vendor except where the Vendor has given specific expressly agreed guarantees as to the use of the goods supplied. No such guarantees shall relieve the Purchaser from its obligation to inspect goods on delivery or to comply with processing instructions.

The Vendor shall retain full title and copyright to any and all quotations, illustrations, drawings, calculations and other documents submitted to the Purchaser by the Vendor and the Purchaser shall not divulge any such documents to any third party without the written permission of the Vendor.

3. Place of Performance

The place of performance for the delivery of goods and the performance of services by both parties shall be the delivery point of the Vendor under the Contract, irrespective of the price basis in each case. The place of performance for payments by the Purchaser shall be the place of issue of the Vendor's invoice.

4. Delivery

The delivery period agreed under the Contract shall start upon the conclusion of the Contract or upon the performance by the Purchaser of any services, obligations and support in advance of delivery which may be required under the Contract, whichever may be the earlier. Without limitation, said services, obligations and support shall include the provision of documents and permits, the clarification of any open technical or commercial questions and the making of any agreed advance payments. In the event that a firm delivery date has been agreed, the Purchaser shall, in the event of delay in the delivery of goods by the Vendor, grant the Vendor a reasonable grace period which shall normally be four weeks. The Vendor shall not be obligated to deliver the goods under any Contract within the agreed period or by the agreed date unless said goods are delivered to the Vendor properly and in good time by its suppliers. The date of delivery in each case shall be the date on which the goods leave the plant or warehouse of the Vendor, or, if it is not possible to ascertain said date, the date on which the goods are made available to the Purchaser. The Vendor shall be entitled to make partial deliveries and issue partial invoices under any Contract. In the event of any circumstances of force majeure, strikes, lockouts or disturbances to operations, distribution or supply, the Vendor shall be entitled to postpone the services or deliveries under the Contract for a reasonable time or to rescind the Contract in whole or in part with respect to any obligations of the Vendor which have not been performed. In the event that the product is a chemical product the Purchaser shall, without limitation, comply with the provisions of the Chemikaliengesetz (Chemicals Act), the Gefahrgutbeförderungsgesetz (Hazardous Goods Transportation Act), the Arbeitsschutzgesetz (Occupational Health and Safety Act) and the Kreislaufwirtschafts- und Abfallgesetz (Waste Disposal and Recycling Act), in each case including any applicable ordinances, technical standards and regulations.

5. Shipment and Transfer of Risks

All consignments, tank cars, casks and other containers and packages shall be transported from the point of dispatch by the Vendor at the risk of the Purchaser even in the event that carriage and other transportation expenses have been paid or borne by the Vendor by agreement with the Purchaser. This shall also apply, without limitation, in the event that goods are collected by the Purchaser. The shipment mode and route shall be selected by the Vendor and the Vendor shall assume no liability for the selection of the least expensive shipment mode, for the full utilization of load capacities or for the use of the size of tank car or container wished by the Purchaser. Where possible, the Vendor shall comply with such wishes of the Purchaser for the account of the Purchaser. Goods shall be insured by the Vendor only at the request and for the account of the Purchaser. In the event that goods are received by the Purchaser without complaint, the Vendor shall not be liable for any loss or damage caused by inadequate packaging or loading or for any loss of weight or damage which may have occurred during shipment. Any increases in carriage rates and the additional cost of diversions, warehousing etc. arising after the conclusion of the Contract shall be borne by the Purchaser except where the Contract provides for delivery carriage paid. If, for reasons for which the buyer is responsible, the goods ready for collection or dispatch are not picked up or dispatched, we are entitled to request payment for the goods. If the goods have not been picked up or dispatched for more than a month, we charge EUR 5 per pallet per month or part thereof. If the goods are stored externally, the corresponding storage costs are to be borne by the buyer.

6. Containers, Means of Transport, Load Protection Equipment, Pallets, etc.

Means of transport and shipment containers of the Purchaser shall be delivered to the delivery point specified by the Vendor in good time, free of charge to the Vendor and in a condition which is clean and fit for use and the Purchaser shall notify the Vendor of such delivery. The Vendor shall be entitled, but not obligated, to inspect, clean and repair any such means of transport or shipment containers for the account of the Purchaser.

Containers loaned or hired to the Purchaser by the Vendor shall be completely emptied by the Purchaser without delay and returned by the Purchaser in a clean and undamaged condition using the original references and numbers to the respective delivery point of the Vendor free of charge to the Vendor. Any expenses incurred for the cleaning of such containers shall be for the account of the Purchaser. The Vendor shall not use any containers loaned or hired to it by the Vendor in its own operations for any other than the agreed purpose or loan or hire any such container to any third party. The Purchaser shall be strictly liable for any loss of or damage to such containers, even in the event of force majeure. In the event of damage to any such container, the Vendor shall be entitled to require the Purchaser to reimburse the repair expenses incurred or to retain the container concerned and to pay to the Vendor the replacement cost of said container.

In the event of the loss of any such container, the Purchaser shall pay to the Vendor the replacement cost of said container. In the event of rented equipment, the Purchaser shall continue to pay the rent for such equipment until compensation for such equipment is received by the Vendor.

In the event that goods are loaded in casks, on pallets, with shrink-fitting packaging, in drums, sacks or similar packaging and load protection (in the form of boards, bars, etc.) is required, the cost of such protection shall be charged to the Purchaser in addition to the price of the goods concerned.

Any casks, drums, jars, cylinders, sacks or similar packaging materials shall not be supplied by way of hire or loan but shall be charged in addition to the price of the goods at the applicable market price of such packaging.

7. Warranty and Liability

The Purchaser shall notify the Vendor promptly in writing of any defects in the goods supplied or services performed by the Vendor. The Purchaser shall grant the Vendor sufficient opportunity and time to identify the causes of defects of which the Purchaser has complained and to prepare for and take the appropriate subsequent performance measures (repair of defect or production or delivery of goods free from defects). In the case of complaints, the Vendor shall be entitled to take samples on the Purchaser's premises and/or to inspect the shift logs of the Purchaser.

In the event that the Vendor is subject to warranty obligations in respect of defects in goods supplied or services performed by the Vendor, the Vendor shall be entitled, at its own option, either to repair the defects concerned or to supply new goods or services which are free from defects. Any parts replaced in the course of such subsequent performance shall become or remain the property of the Vendor. In the event that the Vendor does not complete subsequent performance within a reasonable period of time granted by the Purchaser, or should subsequent performance fail in any other way, the Purchaser shall, at its own option, be entitled to reduce the purchase price agreed for the defective part of the goods or services concerned or, always provided that the liability for defects does not relate to construction services, to rescind the Contract.

The warranty claims of the Purchaser shall be forfeited unless made within two years except where such claims relate to the performance of design or supervision services for a structure or defects in a structure or in an object which has been used, in accordance with its normal use, as a structure and such use has caused the defects concerned. In the case of such exceptions, warranty claims shall be forfeited unless made within five years.

The period for such forfeiture shall begin on the acceptance of the goods or services concerned by the Purchaser, provided however that, for the purpose of this provision, the refusal of acceptance shall be deemed to constitute acceptance. The expiry to no avail, for reasons for which the Vendor is not responsible, of a grace period granted by the Vendor for the dispatch or commissioning of the goods concerned shall also be deemed to constitute the acceptance thereof by the Purchaser.

The Purchaser shall not be entitled to remedy any defect itself and to claim reimbursement of the expenses incurred by the Purchaser for such remedial action unless the Vendor has failed to complete subsequent performance within a reasonable period allowed by the Purchaser or remedial work must be performed immediately in view of operational safety hazards or to avoid unreasonable loss or damage. In any such case, the Purchaser shall promptly notify the Vendor in writing of the work performed and the reasons therefore. In the event that any defect in goods supplied or services performed by the Vendor was justifiably remedied by the Purchaser, the Vendor shall bear the reasonable cost of such remedial action.

The Vendor shall not be liable for defects, loss or damage caused by the improper or unsuitable use of goods, the defective assembly or commissioning of goods by the Purchaser or third parties, normal wear and tear, incorrect or careless handling or repair work, the use of consumables not fit for the purpose, the use of construction sites not fit for the purpose, defective construction work, infringements of statutory provisions including without limitation provisions concerning chemicals and hazardous substances and chemical, electrochemical and electrical effects for which the Vendor is not responsible.

Beyond the warranty obligations stated in this Section 7, the Vendor shall not be liable to the Purchaser for any loss or damage whatsoever, including loss or damage other than to the goods or services supplied by the Vendor. This exclusion of liability shall not apply to death, personal injury or damage to health caused by the wilful or negligent breach of its obligations by the Vendor or to any other loss or damage caused by the wilful or grossly negligent breach of its obligations by the Vendor or a statutory representative, servant, agent or employee of the vendor or for the wilful or grossly negligent breach by the Vendor of essential provisions of the Contract.

This exclusion of liability shall also not apply to the strict liability of the Vendor under the Produkthaftungsgesetz (Product Liability Act) for personal injury or damage to property caused by defects in goods supplied. This exclusion of liability shall also not apply in the event that the Vendor has given the Purchaser a guarantee as to the properties of the goods supplied the purpose of which was to protect the Purchaser against such loss or damage.

In the event that the Purchaser is of the opinion that loss or damage which would be unreasonably high with reference to the remuneration under the Contract could occur, the Purchaser shall be obligated to notify the Vendor thereof prior to the conclusion of the Contract. Should the Purchaser fail to so notify the Vendor, the liability of the Vendor, with the exception of death, personal injury or damage to health or the wilful or grossly negligent breach of obligations, shall be limited to such loss or damage as could reasonably have been foreseen by the Vendor in the specific case, unless the Vendor was insured against such loss or damage. The liability of the Vendor for purely financial loss or damage (e.g. loss or damage caused by the stoppage or restriction of production, loss of use or loss of profit) shall be limited to such

amount as is reasonable in view of the remuneration agreed, unless insurance cover can be obtained for such loss or damage and the conclusion of such insurance cover has been agreed between the Parties.

8 Prices and Payment

Except as otherwise agreed, purchase prices shall be for delivery ex works. Amounts payable shall be calculated on the basis of weights determined by the Vendor. The Vendor shall be entitled to increase prices quoted in the event of any change occurring between the submission of the quotation and the delivery of goods in the list prices of the Vendor or any carriage rates, taxes, duties, levies or other charges on which the prices quoted had been based. The prices, rents and other remunerations quoted by the Vendor are exclusive of value added tax which shall be payable in addition thereto. The Purchaser shall not deduct any discount from amounts payable to the Vendor without the express written permission of the Vendor. The Purchaser shall not exercise any right of set-off except in respect of counter-claims which are undisputed or have been accepted by the Vendor or in respect of which an enforceable judgement has been given. The Purchaser shall not exercise any right of retainer except for counterclaims based on the same contractual relationship.

The submission of bills of exchange shall be subject to the prior permission of the Vendor. Taxes, charges and the normal bank discount arising from the date when payment is due in connection with bills of exchange shall be for the account of the Purchaser. The same shall apply to expenses arising in connection with letters of credit. In the event that the solvency of the Purchaser appears to be impaired, the Vendor shall be entitled to rescind the Contract, to require advance payment or security or to require the Purchaser to pay immediately amounts which are not yet due under the Contract.

Except as otherwise agreed, payments shall be made without deduction within 14 days of the receipt of the invoice or notification that the goods are ready for dispatch. If payment is not made within said period of 14 days, the Purchaser shall be deemed to be in arrears with payment without further reminder.

9. Retention of Title

The Vendor shall retain title to all goods supplied by the Vendor until the Purchaser has paid all amounts owed to the Vendor in connection with their business relationship. In the event that amounts payable to the Vendor are posted to a current account, the Vendor shall retain title to goods supplied for as long as such current account shows a balance in favour of the Vendor. Where bills of exchange or cheques are accepted by the Vendor, title to the goods supplied shall be retained by the Vendor until such bills of exchange or cheques have been collected. In the event of breach of the Contract by the Purchaser, the Vendor shall be entitled to take back the goods supplied.

The Purchaser shall be entitled to sell goods to which the Vendor retains title in the normal course of its business. The Purchaser hereby already assigns to the Vendor its rights to the payment of the purchase price in respect of such goods resold by the Purchaser in the amount of the price of such goods agreed with the Vendor. Said assignment shall apply irrespective of whether the goods concerned are processed prior to or following resale or not.

Even following said assignment, the Purchaser shall remain entitled to collect amounts owed to the Purchaser in respect of the resale of goods to which the Vendor retains title, without prejudice to the right of the Vendor to collect such amounts. The Vendor shall not exercise said

right for as long as the Purchaser continues to meet its payment obligations to the Vendor from the amounts received, is not in arrears with payment and, without limitation is not subject to an application for insolvency proceedings and does not suspend payment.

The Purchaser shall always be deemed to have processed or modified goods supplied by the Vendor in the name and on behalf of the Vendor, in which case the right of the Purchaser to acquire title to the goods supplied shall be succeeded by the right to acquire title to such processed or modified goods. In the event that goods supplied by the Vendor are processed together with other goods to which the Vendor does not retain title, the Vendor shall acquire a share in the title to the new goods created by such processing corresponding to the ratio of the objective value of the goods to which the Vendor retains title to such other goods at the time of processing. The same shall apply in the event that goods to which the Vendor retains title are mixed with other goods. In the event that such mixing takes place in such manner that the new goods of the Purchaser so created are to be regarded as the main goods, the Purchaser shall be deemed to have already transferred to the Vendor a pro rata share in the title to such new goods and shall store said new goods or the share of the Vendor therein on behalf of the Vendor. By way of security for amounts payable by the Purchaser, the Purchaser shall also be deemed to have assigned to the Vendor amounts payable to the Purchaser by third parties in respect of the connection to land of goods to which the Vendor retains title and the Vendor hereby accepts such assignment. In the event that the total value of Goods to which the Vendor retains title exceeds by more than 20 % the total value of the claims of the Vendor on the Purchaser for which security is provided, the Vendor shall release title to an appropriate part of the Goods upon request by the Purchaser.

Until title to any goods has been transferred to the Purchaser, the Purchaser shall handle such goods with due care. Without limitation, the Purchaser shall, at its own expense, insure such goods at their new price against theft, fire and water damage. In the event that any maintenance and inspection work is required on any such goods, the Purchaser shall cause such work to be performed in good time at its own expense. Until title to any goods has been transferred to the Purchaser, the Purchaser shall notify the Vendor promptly if such goods are subject to distraint or other action by third parties. In the event that any such third party is not in a position to reimburse the cost of proceedings incurred by the Vendor both in and out of court in accordance with Section 771 ZPO (Code of Civil Procedure), the Purchaser shall be liable to the Vendor for the reimbursement of such cost.

10. Confidentiality

The Purchaser hereby undertakes not to divulge to any third party any of the information, drawings or other documents made available to the Purchaser for the use of the goods supplied. Following the receipt of the Vendor's quotation, the Purchaser shall keep any information on the business affairs, procedures, equipment and plants of the Vendor which may come to its attention in accordance with the performance of the Contract confidential. This shall also apply following the performance of the Contract.

11. Data Protection

The Purchaser shall be deemed to have agreed to the storage by the Vendor on data storage media of data concerning its contractual relationship with the Vendor and the processing of said data in accordance with the Bundesdatenschutzgesetz (Federal Data Protection Act).

12. Applicable Law, Venue for Disputes, Arbitration

The Contract and the entire contractual relationship between the Parties shall be governed by and construed and interpreted in accordance with the law of Germany, provided however that the provisions concerning conflict of laws and the UN Convention on Contracts for the International Sale of Goods shall not apply. In the event that the transaction with the Purchaser under the Contract is forbidden by acts of authorities or governments, the Vendor shall be entitled to rescind the Contract.

The venue for any disputes between the Parties arising out of or in connection with the Contract shall be Hannover, Germany, provided however that the Vendor shall also be entitled to bring proceedings against the Purchaser at any venue for disputes established by the Purchaser.

In the event that the registered offices of the Purchaser are not located in an EU member state when any claim is first made, said claim shall be settled by arbitration in accordance with the following provisions instead of the courts at the venue for disputes stated above:

Any disputes arising out of or in connection with the Contract shall be settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by arbitration by a board of three arbitrators appointed in accordance with the Rules of Arbitration of Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS). Any arbitration proceedings shall be held in Hannover, Germany and conducted in the German language.

Last revised in June 2020