

I. Scope of Application / General

1. The General Terms and Conditions (GTCs) below of wedi GmbH (wedi) shall apply to all our deliveries and services to entrepreneurs as well as to legal entities under public law or special funds under public law (excluding, however, consumers w. t. m. of Sections 474 et seqq., 13 BGB (German Civil Code)), with the express exclusion of conflicting terms, and shall also apply to all future business relationships without explicit renewed reference. Individual agreements made in a given case shall take precedence over our terms and conditions. Subject to evidence to the contrary, a contract in text form resp. our written confirmation in text form shall be authoritative for the content of such agreements. Our terms and conditions shall not apply to building services.

2. The Incoterms® 2020 incl. the amendments applicable upon conclusion of the contract shall apply as a complement. Accordingly, failing any deviating agreement, our deliveries shall always be carried out EXW Emsdetten.

II. Offer and Contract Conclusion

1. Our offers as well as our samples, prospectuses, drawings and other performance data shall be subject to change and non-binding, unless we have explicitly referred to them as binding.

2. The customer shall be bound to orders for two weeks. The contract shall materialise by our order confirmation within two weeks from receipt of order or, alternatively, also by execution of the order within the same time limit.

3. Business mail printed out using data processing systems shall be legally binding even without signature.

4. Offers shall apply to deliveries to the country in which the customer is based according to the information given in the customer's PO (hereinafter "export country"). The customer must vouch vis-à-vis wedi for all disadvantages and liabilities caused by the goods being used outside the export country.

5. Illustrations, samples, prospectuses, drawings and/or all other documents covered by the offer shall not be quality specifications. Properties, representations or guarantees shall not be associated therewith, but only if this is separately agreed in text form. We reserve title, copyright and other property rights to all illustrations, samples, prospectuses, drawings and other documents. We warrant the existence of our property rights only for the territory of the Federal Republic of Germany. The customer may pass our rights on to third parties only with our consent in text form, irrespective of whether or not we have marked them as confidential, and must return them to us with no right of retention upon request without delay.

6. Any use of our products in aircraft, motor vehicles and / or water craft shall not be provided for due to special registration and testing procedures as well as the relevant fire protection provisions, unless we have given our explicit prior approval in text form in a given case. For the rest, warranty, damages and other claims resulting therefrom shall be excluded.

7. Information about possibilities to process and apply the wedi products, technical recommendations or consultations and other information from our employees (application-technical consultation) shall be provided to the best of their knowledge, but non-binding and to the exclusion of any liability. They shall not exempt our customers and their buyers from own tests and trials of the suitability of the products for the intended use. Any application-technical consultation shall not establish a separate contractual legal relationship / consultant relationship.

8. Correct and timely self-delivery shall remain reserved. We will immediately inform the customer of the non-availability of a delivery and, in case of rescission, reimburse the customer for the relevant consideration without delay.

III. Prices

1. Our prices shall be net prices ex works Emsdetten (EXW Emsdetten), including normal transport packaging plus transport costs. Unless agreed otherwise in the order confirmation, the prices specified in the respective current wedi price list upon ordering by the customer shall be deemed agreed, in each case plus the statutory VAT applicable upon ordering. Where the customer provides us in good time, prior to order confirmation at the latest, with detailed information regarding foreign packaging, weighing and customs regulations to be applied for foreign deliveries, we undertake to observe them. Related extra costs shall be at the customer's expense.

2. If deliveries is carried out not earlier than four months after order confirmation, we reserve the right to increase the price where any significant change in the cost factors governing the contract, such as wages, packing materials, freight, energy costs, raw materials, taxes, occurs. The mark-up shall be governed by the amount of the cost increase.

3. Customs, consular fees and taxes, duties, fees charged based on regulations outside the Federal Republic of Germany, as well as related costs shall be at the customer's expense. Upon delivery, including customs or other information, the specified price shall be based on the rates applicable at the time of the offer. Actual costs shall be charged. The respective applicable statutory VAT shall be charged additionally, where accrued.

4. We expressly object to any cash discount deduction not agreed by our order confirmation in text form or other deduction of our invoice items.

5. The customer shall be entitled to the right to withhold or offset payments against counterclaims only to the extent that they are undisputed or have been established as final and absolute.

IV. Delivery Deadline and Date

1. Delivery deadlines shall start with the day of the order confirmation resp. order execution; they shall be non-binding, unless any delivery date has been explicitly committed in text form.

2. Observance of each delivery deadline shall imply fulfilment of the customer's contractual obligations. The delivery deadline shall be deemed observed if the object has left our factory or readiness for delivery has been communicated until its expiry. Delivery deadlines shall start no earlier than upon conclusion of the contract, but not before full provision of all documents, approvals, technical clarifications, etc. to be provided by the customer. Retroactive requests for modifications and amendments by the customer shall reasonably extend the delivery time; the same shall apply upon occurrence of unforeseen impediments not attributable to us, such as events due to force majeure, like war, strike, lockout or other operational disruptions, such as impediments on the part of sub-suppliers. In such cases of hindrance to performance for more than six months, both parties shall be entitled to rescind the contract regarding the overdue delivery.

3. If default in delivery is attributable to us, the customer, after having reminded us in text form, must set us a reasonable further deadline, pointing out that receipt of the contract object after expiry of the deadline will be refused. The customer shall be authorised to rescind from the contract in text form only after fruitless expiry of the further deadline, but exclusively to the extent that the breach of duty is attributable to us, which is to be presumed only for a breach of contract by wilful intent or gross negligence and if the customer demonstrates that the customer is no longer interested in the delivery / service. In case of rescission, the customer may demand neither additional damages claims nor claims for reimbursement of expenses. Our liability for damages shall be limited to the foreseeable, typically arising damage in any case. We expressly object to any damage generalisation or penalty for default in delivery.

4. We shall be entitled to partial deliveries and services at any time without linking this to any new offer. If the remaining part is undeliverable, the customer shall be entitled to stand back from the contract without compensation for the customer. We shall bear extra costs due to partial deliveries. The customer shall be obliged to pay the entire purchase price only after we have fulfilled the contract or service in full.

5. If the customer comes into default of acceptance, we shall be entitled to demand compensation for the arising damage and any additional expenses. The same shall apply if the customer culpably violates cooperation duties.

V. Delivery Terms, Passing of Risk

1. The goods shall be dispatched at the customer's risk and expense. Unless otherwise agreed in text form, the Incoterms® 2020, here generally EXW, shall apply. This shall also apply if we have taken care of the transport accommodatingly and even at our expense. The risk shall always pass to the customer ex place of loading of the works, i.e., generally and unless otherwise agreed, upon loading of the shipment, even if partial deliveries are carried out or if we have also taken care of other services. Choice of the dispatch route and means shall be incumbent upon us, at any rate wherever we have taken care of the transport accommodatingly. The place of performance shall be and remain Emsdetten.

2. If dispatch is delayed as a result of circumstances attributable to the customer, the risk shall pass to the customer as from the day of readiness for dispatch. Delivered object must be receipt by the customer even if they exhibit insignificant defects.

3. If the customer is obliged to provide the means of transport for the delivery and fails to effectuate this at the time contractually agreed, we shall be released from our delivery obligation at any rate by warehousing and insuring the goods at the customer's expense and risk. The freight forwarder's taking-over certificate shall be deemed proof of the delivery as per contract.

4. We shall insure the delivery against transport damage and other risks at the customer's explicit request and expense.

VI. Payment Terms, Default

1. The purchase price shall be due for payment (without any deduction) immediately upon receipt of the invoice by the customer, unless any other payment term is specified in our order confirmation.

2. If we realise after conclusion of the contract that our claim to the purchase price is jeopardised by the customer's lack of performance, we shall be entitled to rescind the contract pursuant to the legal provisions on refusal of performance and after setting a corresponding deadline. For contracts on the manufacture of irreplaceable items, we may declare rescission without setting a deadline. An irreplaceable item shall also be assumed to be given if we manufacture serial products individually for a customer.

3. Payment may be effected only to one of our accounts specified on the invoice receipt or to a person vested by us with a collection power in text form.

4. We expressly reserve the right to accept cheques and bills of exchange which shall be regarded as payment only after cashing. Any discount and bank charges shall be at the customer's expense. To the extent that we have agreed payment of the purchase price debt based by means of cheque / bill of exchange with the customer, the reservation shall also extend to the cashing of the bill of exchange accepted by us by the customer and shall expire only by irrevocable crediting of the received cheque on our part.

5. If any transfer of the payments from the country, from which the payment is to be effected, is not possible at the due date, the customer must nevertheless demonstrably deposit the equivalent of the owed amount to a European bank in this country on

schedule. If the rate of the amounts to be deposited in a non-agreed currency declines, the customer shall be obliged to offset such decline by payment in arrears.

6. If it becomes apparent to wedi after the conclusion that the entitlement to the purchase price is jeopardised by the customer's lack of performance, e.g. by an application for initiation of insolvency proceedings or due to a credit insurer's deteriorating credit checks, we shall be entitled to rescind from the contract pursuant to the legal regulations on refusal of performance and after setting a deadline, if need be. We undertake to allow the customer to pay cash in advance up to the amount of the delivery value or, alternatively, a corresponding collateral of a credit insurer or a European bank in the form of a directly-enforceable unlimited suretyship upon first demand, waiving the defence of voidability, set-off and unexhausted remedies. If the customer neither effects the down payment nor provides the demanded collateral, we shall be permanently entitled to the retention right or, alternatively following fruitless reminder, a rescission right. Besides, we shall be entitled to demand damages claims.

7. If the customer comes into default with any payment, we will charge 9% interest above the basic rate of interest of the European Central Bank, subject to higher damage being demonstrated.

VII. Warranty, Notice of Defects

1. Each of our deliveries must be immediately inspected for completeness and absence of defects. The customer must note on the freight forwarder's take-over certificate upon delivery and notify us in text form immediately after delivery of any defects that are obvious and can be recognised by proper examination. Apart from that, the customer must notify each defect in text form immediately after its detection. The notice must include a detailed error description. If the customer fails to perform proper examination and / or notification of defects, our liability for the defect not notified shall be excluded.

2. The customer shall be obliged to inspect or have empowered third parties inspect and acknowledge the condition of the goods upon collection or agreed delivery. Neither any short delivery nor any incorrect delivery shall give rise to a defect; we shall rather be entitled to perform subsequent delivery upon demand.

3. If the delivery/service is defective, wedi shall, at wedi's option, provide warranty by subsequent improvement or replacement delivery, unless a case of Section 445a (1) BGB exists. Except for the cases of Section 445a (1) BGB, the customer's claims due to a defect in a purchase item shall be initially limited to cure. The expenses required for cure purposes shall be borne by the customer to the extent that they increase due to the fact that the delivery or service is taken to a place other than the place of performance. If cure finally fails following at least two attempts, the customer shall be reserved the right to abate or, if the defect is significant, to rescind the contract.

4. The customer's warranty rights shall imply that the customer has properly met the duties/obligations to examine and to notify defects owed by the customer pursuant to Section 377 HGB (German Commercial Code) without delay.

5. The customer's recourse claims against wedi shall exist only to the extent that the customer has not reached any agreement with the customer's buyer that goes beyond the legal claims. To the extent that our deliveries and services are delivered to any places other than our place of performance resp. installed or affixed at other locations by our customer, the customer shall bear sole liability in all liability cases for the resulting extra costs (road and freight costs). Any recourse to us for such extra costs shall be expressly excluded.

6. Apart from that, if cure fails and the legal prerequisites are met, the customer may rescind the contract or abate the purchase price

following another fruitless setting of a grace period. Damages claims besides this shall be excluded. Claims of the customer due to the expenses required for cure purposes, in particular transport, road, labour and materials costs, shall be excluded to the extent that the expenses increase because the delivery object has subsequently been taken to any place other than the place of performance, unless such shipment complies with its intended use.

7. Claims shall not exist in case that the goods differ from the agreed quality only to an insignificant extent, if usability is impaired only to an insignificant extent, in case of natural wear and/or for damage caused after the passing of risk as a consequence of incorrect and/or negligent handling, excessive use, inappropriate operating materials and/or on account of specific external influences and/or for qualities not presumed pursuant to the contract.

8. If instructions for use of wedi and / or the manufacturer are not observed, impermissible alterations are made to the products, parts are replaced and/or spare parts and/or fillers not meeting the original specifications and / or stipulations are used, wedi's liability for defects caused / contributorily caused as a result shall cease to apply; anything to the contrary shall apply only to the extent that the warranty case is demonstrably not attributable to one of the exclusion criteria specified above.

9. In case of slightly negligent breaches of duty, our liability shall be excluded. In the case of a gross breach of duty or wilful intent, our liability shall be limited to the contract-typical, foreseeable damage. Such limitation of liability shall apply to neither any violation of life, body and health nor any damage from the violation of an essential contractual obligation nor even if wedi has maliciously concealed a defect or accepted any guarantee for the quality of the object of purchase.

10. Claims for defects shall come under the statute of limitations within twelve months from the passing of risk. The rights from Sections 445a, 445b BGB shall remain unaffected thereby. The warranty shall extend by the duration of cure from the notice of defects to cure only if this relates to defects that are significant resp. considerable or jeopardise the suitability for use. A notice of defects shall explicitly not suspend the statute of limitations of the warranty claims if we realise after verification of the causes of the defect that we are not responsible for the defect. The warranty shall never be less than one year. This time limit shall also apply to other damages claims of the customer, irrespective of their legal basis, unless wedi is responsible for wilful intent or breach of warranty resp. defects are maliciously concealed resp. claims pursuant to the Product Liability Act exist or essential contractual obligations have been culpably violated.

11. We shall not be liable for damage caused by inappropriate or improper use, for erroneous use by the customer or third parties, natural wear and tear or negligent handling, inappropriate cleaning and care, chemical and / or mechanical influences, unless they are attributable to our fault, not even if the customer fails to use our products as intended or disregards our operating instructions / usage provisions, thus (contributorily) causing the damage. In case of slightly negligent breaches of duty, any liability shall be excluded. In the case of a gross breach of duty, our liability shall be limited to the contract-typical, foreseeable damage; the same shall apply if any essential contractual obligations are violated. Apart from that, we shall be liable in accordance with the Product Liability Act, on account of the violation of life, body or health or due to the culpable violation of any essential contractual obligations.

12. Each damages claim must be asserted in court within a cut-off period of three months after we have rejected our obligation to assume liability in text form.

VIII. Retention of Title, Security Interests

1. Until all our present and future claims from the purchase agreement and any ongoing business relationship (secured claims) have been paid in full, we will retain title to the sold goods. The retention of title shall cover all current account balance receivables and, for the receipt of bills of exchange and cheques, up to their cashing, with the effect of fulfilment depending on the receipt of payment by us.

2. The retention of title shall also cover the full value of the products created by the processing, blending and / or combination of our goods, with us being regarded as the manufacturer. If, in any case of processing, blending or combination of our goods with goods of third parties, also including products of the customer, the customer's title remains in force, we shall acquire joint ownership in proportion to the invoice values of the processed, blended or combined goods. In such cases, the customer must keep the item / items owned solely or jointly by wedi GmbH safe for wedi free of charge. Apart from that, the creation of the products shall be governed by the same regulations as those applicable to the goods delivered subject to retention of title.

3. If the customer installs the goods subject to retention of title as essential elements into the property / building and / or essential building elements of a third party, the customer shall already now assign to us the receivables for remuneration ranking above the remainder and arising against the third party or the party this may concern in the amount of the value of the goods subject to retention of title with all ancillary rights, incl. any to the granting of a debt-securing mortgage; we shall herewith accept the assignment. If the customer installs goods subject to retention of title as essential elements into the customer's property, the customer shall already now assign to us the receivables arising from the commercial alienation of the property or of property rights in the amount of the invoice value of the goods subject to retention of title with all ancillary rights; we shall herewith explicitly accept the assignment.

4. If the value of the granted collaterals exceeds the receivables by more than 10%, wedi shall be obliged, at its option, to ensure corresponding retransfer or release at the customer's request.

5. The customer shall be entitled to process and alienate the goods subject to retention of title in the ordinary course of business, as long as the customer is not in default. The authorisation to reallocate shall cease to apply if the customer has agreed a prohibition of assignment with the customer's buyers. Pledging or chattel mortgaging shall not be permitted.

6. If the customer alienates goods subject to retention of title either alone or together with goods not owned by wedi, the customer shall already now assign to wedi the receivables arising from the reallocation or any other legal reason whatsoever (incl. all current account balance receivables) in their entirety by way of security; wedi shall herewith explicitly accept the assignment.

7. The customer shall be revocably authorised by wedi to collect the receivables assigned to wedi for the customer's account in the customer's own name. wedi may withdraw the collection authorisation at any time if the customer fails to properly meet the customer's payment obligations, is in default of payment, has agreed a prohibition of assignment with the customer's buyers or an application for initiation of insolvency proceedings has been filed resp. payments have been suspended. The customer shall be obliged upon request to notify the customer's buyer of the assignment and to hand over to wedi all information and documents required for the collection.

8. The customer must notify wedi without delay of attachments, compulsory enforcement measures or other interventions of third parties into the goods subject to retention of title or into the receivables assigned while handing over the documents required

for the objection to ensure that we will be able to enforce our rights; the customer must point to our ownership resp. proprietorship of the receivables. As far as third parties are not able to reimburse us for the court or out-of-court costs arising in this context, the customer shall be liable for such costs.

9. The right to realienate, process, combine or blend the goods subject to retention of title or the authorisation to collect the assigned receivables shall also expire upon suspension of payments and/or filing of an application for initiation of insolvency proceedings; in case of a cheque or bill of exchange protest, the collection authorisation shall likewise expire. This shall not apply to the rights of the insolvency administrator.

10. If the retention of title in the foregoing form is not effective pursuant to the laws of the country of destination, the customer must cooperate in the substantiation of any security interest for wedi in line with the provisions of the customer's country.

11. The customer shall be obliged to treat the goods with care; in particular, the customer shall be obliged to insure them to an adequate extent at their replacement value against damage by fire, water and theft at the customer's own expense. Where maintenance and inspection work is required, the customer must carry such work out in due time at the customer's own expense.

12. If the customer behaves contrary to contract, especially in case of default of payment, we shall be authorised to rescind the contract pursuant to the legal regulations and / or to claim surrender of the goods on account of the retention of title. The claim for surrender shall not include the declaration of rescission at the same time; instead, we shall be entitled to solely claim surrender of the goods and to reserve the right to rescind. If the customer fails to pay the purchase price due, we may assert these rights only if we have unsuccessfully set the customer a reasonable time limit for payment beforehand or setting of such time limit is dispensable pursuant to the legal regulations.

IX. Liability

1. Unless provided for otherwise herein, we shall be liable for any violation of contractual and non-contractual obligations pursuant to the relevant statutory provisions.

2. We object to bear installation and removal costs in commercial legal dealings, unless we are obliged by operation of law to bear them. We shall be liable for damages for any legal reason whatsoever in case of wilful intent and gross negligence. In case of slight negligence, we shall be liable only for

a) damage from the violation of life, body or health;
b) damage from the violation of an essential contractual obligation (an obligation, the fulfilment of which is a prerequisite for enabling proper implementation of the contract in the first place and on compliance with which the contracting partner regularly relies and may regularly rely); in this case, however, the liability of wedi shall be limited to compensation for the foreseeable typically occurring damage.

3. The limitations of liability resulting from (2) shall not apply to the extent that wedi has maliciously concealed a defect or taken on a guarantee for the quality of the goods. The same shall apply to claims of the customer pursuant to the German Product Liability Act.

4. The customer may rescind or terminate due to a breach of duty not constituting a defect only if the breach of duty, which must be significant, is attributable to wedi. Any free right of termination of the customer, in particular in acc. with Sections 651, 649 BGB, shall be excluded. For all other cases, the statutory prerequisites and legal consequences shall apply.

5. A notice of defect shall explicitly not suspend the statute of limitations of the warranty claims if we realise, following verification of the causes of defect, that we are not responsible for the defect and notify the customer accordingly.

6. Rights of recourse acc. to Section 478 BGB from complaints by end customers shall remain unaffected with the proviso that we have been granted with the right, at our option, to perform cure by repair or to make a new delivery to ensure compensation in any case of recourse.

7. We object to penalties and lump-sum compensations for any legal reasons whatsoever, especially for wilful intent and defects.

X. Reservation of Performance / Embargo Clause

1. Our performance of the contract shall be subject to the reservation that performance does not conflict with either obstacles due to national or international regulations under foreign trade law or embargoes and / or other sanctions. The customer shall be obliged, in particular, to refrain from all transactions (a) with individuals, organisations or bodies on a list of sanctions pursuant to EU Regulations or US export regulations, (b) with embargo countries subject to prohibition, (c) for which the necessary approval is not available or ceases to apply, (d) which may become subject to military theft in connection with NBC weapons.

2. The customer undertakes, in particular, to notify us in text form without delay and without request to the extent that the customer intends to deliver or use / make use of products or services purchased from us to or in any territories that are subject to such provisions. The customer shall indemnify us from all legal consequences arising from the violation of such provisions and shall pay damages to the extent required, where the resulting cause is damage incurred by us.

XI. Place of Performance, Place of Jurisdiction, Applicable Law, Severability Clause

1. The place of performance for obligations from the contractual relationship shall be Emsdetten.

2. Where the customer is a registered merchant, a legal entity under public law or a special fund under public law, the Rheine Local Court resp. the Münster Regional Court shall have jurisdiction for all disputes directly or indirectly resulting from the contractual relationship, including actions on a bill of exchange and cheque. This shall also apply where the customer does not have a place of general jurisdiction on the national territory, relocates the customer's place of residence or habitual abode from the national territory following conclusion of the contract or the customer's place of residence or habitual abode is not known at the time the action is brought before a court.

3. These terms and conditions and the entire legal relationships between the contracting parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Sales Law (United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980, FLG 1989 II p. 588).

4. If any of the provisions herein is or becomes ineffective or unenforceable, this shall not affect the effectiveness or enforceability of the remaining provisions. The parties rather undertake for such a case to replace the ineffective or unenforceable provision by agreeing on an effective or enforceable provision, which shall come closest to the ineffective or unenforceable provision in economic terms as regards content and the parties' intentions. The same shall apply if any loophole requiring to be filled arises during the implementation of the contract.