

**General Terms and Conditions of Sale
of Vogt-Plastic GmbH
Bukheinstrasse 4, 79618 Rheinfelden**

Updated: February 2021

1. Scope

1.1 Unless otherwise agreed, the following General Terms and Conditions of Sale (hereinafter referred to simply as "Conditions") shall apply exclusively to all - current and future - deliveries of goods and services (hereinafter referred to simply as "Deliveries") made to the customers specified in Clause 1.2 (hereinafter referred to as "Customers". The Customer's terms and conditions shall not form part of any contract even if we do not expressly exclude them.

1.2 These Terms and Conditions only apply to companies within the meaning of Section 14 German Civil Code (BGB), legal persons under public law or special funds under public law.

2. Conclusion and Content of the Contract

2.1 Our offers shall be non-binding unless expressly designated as binding. Unless otherwise stipulated in the purchase order, the Customer is bound by its purchase order for a period of 14 days as from the date of receipt. The contract comes into effect if we confirm the order in writing within this time limit, or deliver the goods..

2.2 Oral ancillary agreements or commitments by our employees which go beyond the content of the written contract or which modify these Conditions in such a way that is disadvantageous to us, are only valid where they have been confirmed in writing.

2.3 Technical and chemical information, such as in the form of data sheets, only represent approximate values provided they a) are not expressly designated as binding or b) are material. They shall not release the Customer from the obligation to carry out its own application-specific inspections; compliance with technical and official requirements for moulded products is the Customer's exclusive responsibility.

3. Price

Our prices are quoted net in EUR (including packaging and excluding shipping) exclusive of value added tax at the applicable rate.

4. Payment

4.1 Unless otherwise agreed, payments shall be transferred to our bank account, within 30 days of receipt of the invoice, without any deductions and free of any charges. Compliance with the payment deadline is determined by the date on which payment is received.

4.2 In the event of default on payment, we will charge interest amounting to 9 percentage points above the base interest rate, but in any case, no less than 10 %.

4.3 The Customer can only assert a right of set-off or retention where its counter-claims are uncontested, have been upheld by a final court judgement or are pending judgement. Otherwise, the Customer can only assert a right of retention where its counter-claim is based on the same contractual relationship.

5. Delivery and Transfer of Risk, Delivery by Own Suppliers, Partial Delivery

5.1 Unless otherwise agreed in writing, delivery takes place EXW named place of delivery (Incoterms® 2020). The place of delivery is specified in the order confirmation.

5.2 Transfer of risk shall take place according to the delivery terms EXW named place of delivery (Incoterms® 2020) even in the exceptional case that we also assume other obligations, e.g. arranging or carrying out the shipping, including where we use our own transport personnel.

5.3 Our delivery obligation is subject to the proviso that we receive timely and correct delivery from our own suppliers unless we are to blame for their incorrect or delayed delivery. In such cases, we may rescind the contract.

5.4 Partial deliveries are permitted to a reasonable extent.

6. Lead Time

6.1 Delivery periods specified in offers are approximate indications.

6.2 The delivery period commences on receipt of the order confirmation. Documents, permits, approvals and any agreed advance payment or payment security, that are necessary for delivery and to be procured by the Customer, must be submitted within one week of receipt of the order confirmation. Failure to effect on-time submission shall extend the delivery period and/or postpone any agreed delivery date accordingly. The delivery date and/or period is deemed to have been complied with if the goods are ready for shipment by expiry of the delivery date / delivery period.

6.3 In case of a delay in delivery, our liability for simple negligence shall be limited per full week of the delay to 0.5%, but not exceeding a total of 5% of the net invoice amount for the part of the delivery affected by the delay. This shall be without prejudice to the right to claim damages in lieu of performance pursuant to Clause 10.

7. Force Majeure

7.1 Unforeseen and unavoidable events for which we cannot be held responsible (e.g. operational disruption due to force majeure, strikes or lockouts, problems in the procurement of energy, transport delays, official measures as well as difficulties in obtaining authorisations esp. import or export licences), shall extend the delivery period by the duration of the period of disruption and its effects. This also applies where our own suppliers are subject to an impediment or during an existing period of delay.

7.2 Where the impediment is not purely temporary, both parties to the contract are entitled to rescind. The right to claim damages is excluded in the cases referred to in Clause 7.1.

8. Liability for Defects

8.1 The Customer can only assert rights to claim for defects if it has properly complied with its inspection and notification obligations under Section 377 Commercial Code (HGB) in relation to the delivered goods.

8.2 The infringement of third-party rights only represents a defect where these rights exist in the Federal Republic of Germany.

8.3 In the event of legitimate complaints, we will choose either to supply replacement goods or repair the defect. Where subsequent performance fails, the Customer may request a price reduction or - in the case of serious defects - rescind the contract. Where subsequent performance

fails, the Customer is also entitled to request damages in lieu of performance pursuant to Clause 10.

8.4 We will not assume the cost of subsequent performance which arises due to the fact that, following delivery, the item delivered is transported to a location other than the Customer's commercial establishment.

8.5 We accept no liability for defects arising after the transfer of risk caused by inappropriate or improper use, processing or storage.

9. Reservation of Title

9.1 We reserve title to the goods delivered until all payments have been received and cheques and bills of exchange, arising from the business relationship with the Customer, irrevocably honoured. Where there is a current account relationship, the reservation of title extends to the recognised balance.

9.2 The Customer is obliged to handle the reserved goods with care and keep them in good condition; in particular it is obliged to insure them sufficiently against loss or damage, at its own expense, for the replacement value. The insurance policy and evidence of payment of the premiums must be submitted to us on request. The Customer hereby assigns to us any claims arising under the insurance contract subject to the condition subsequent that title passes. We hereby accept the assignment.

9.3 Any treatment or processing of the reserved goods by the Customer is always undertaken on our behalf without giving rise to any obligations on our part. Where the reserved goods are combined with other goods, we shall acquire co-ownership of the new product in accordance with the ratio of the net invoice value of the reserved goods to the other materials.

9.4 The Customer is entitled to resell the reserved goods or new goods in the ordinary course of business; however, the Customer hereby assigns to us, in advance and in full, all receivables to which it becomes entitled as a result of the resale.

9.5 The Customer is entitled to recover the receivables assigned to us provided it complies with its payment obligations from the revenue collected.

9.6 Where the Customer ceases to meet its payment obligations, we may revoke the authorisation for the resale and continued use of the reserved goods and require the Customer to disclose to us the assigned receivables and respective debtors, provide us with all the information necessary to effect recovery, hand over to us all the accompanying documentation and notify its debtors of the assignment. Redemption of the reserved goods does not constitute rescission of the contract. If we declare rescission of the contract, we shall be entitled to sell the goods as we think fit.

9.7 Attachment of the reserved goods by third parties must be reported to us without delay. The costs arising as a result of defending an attachment shall be borne by the Customer insofar as they cannot be recovered from the third party.

9.8 Where the value of securities exceeds our claims by more than 10%, we shall, at the Customer's request, release securities of our own choosing in this regard.

10. General Liability

10.1 In the case of intent or gross negligence, fraudulent concealment of defects, death, personal injury or damage to health, or liability under the Product Liability Act, our liability is governed by the statutory provisions. Where there is a guarantee, we shall be liable in accordance with any provisions of the guarantee.

10.2 In the case of simple negligence, we are only liable for the breach of a material contractual condition, which is one which must be fulfilled in order for the contract to be properly implemented and compliance with which the Customer generally expects and is entitled to expect; this liability is limited - unless otherwise agreed regarding damages for delay under Clause 6.3 - to compensation for foreseeable and customary loss. In all other cases, our liability is excluded.

10.3 The Customer's rights to claim for defects shall lapse after 12 months from the transfer of risk, other claims after 12 months from the start of the statutory period of limitation. In derogation from sentence 1 of this Clause 10.3, in the event that we are liable under a guarantee, the guarantee provisions shall apply and in the case of a fraudulent concealment of a defect as well as claims for damages under the Product Liability Act, due to injury to life, body or health and due to intentional or grossly negligent breach of obligations, the statutory limitation provisions shall apply.

11. Packaging

Our transport packaging, as well as all sales packaging and outer-packaging, collected by our Customers in Germany, can be returned to us at our place of business, during normal business hours; the Customer shall bear the cost of return. The packaging must be sorted and returned clean and free of extraneous material.

12. Place of Performance, Choice of Law

12.1 **The exclusive place of jurisdiction for all disputes arising under the delivery contract shall be the location of our registered office.** However, we are also entitled to bring proceedings in the location of the Customer's registered office.

12.2 German law applies. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.