

§ 1 General

1.1 The following General Terms & Conditions form an integral part of all contractual sales and/or supplier agreements between CoaTIB GmbH (seller) and its contractual partners (buyers).

1.2 Individual agreements made on a case-by-case basis with the buyer (including subsidiary agreements, additions and amendments) take precedence over these GT&Cs. Subject to evidence to the contrary, a written contract or written confirmation from the buyer are authoritative for the content of such agreements.

1.3 Any buyer or third-party Terms & Conditions that contradict, deviate from or expand upon these GT&Cs do not apply even if the seller has not explicitly rejected these despite being aware of them and/or has carried out the delivery unconditionally.

1.4 These GT&Cs apply only if the buyer is a business (Section 14 of the German Civil Code (BGB)), a legal entity or a special fund under public law.

§ 2 Quotes, orders

The seller's quotes are non-binding and subject to alteration even if they have been provided at the request of the buyer. Orders, including details about the scope, nature and time of delivery, are binding only upon confirmation of the order by the seller (also possible by invoice or delivery note). The seller reserves the right to make modifications insofar as such modifications or deviations are in line with the evident purpose of the order. Regardless of other contractual or legal (cancellation) rights, the buyer is not entitled to cancel binding orders.

§ 3 Remuneration

3.1 The seller will charge the prices applicable at the time of delivery. Such prices do not include — insofar as no contrary contractual agreement has been made — the costs for packaging, insurance, freight or VAT.

3.2 Mark-ups and recalculation of the agreed price are permissible, if circumstances, such as the cost of materials, wage and energy costs increases, rises in public charges etc., compel the seller to require such, and the delivery or service is due to take place more than 4 months after the conclusion of the contract. In the event of such price increases, the buyer has the right to withdraw within 14 days from receiving notice of the price increase in the case where the list price has increased considerably more than the general cost of living.

3.3 In the event that payment has been agreed in a currency other than the euro (EUR), the seller reserves the right to lower or increase the sum originally agreed, so that the amount charged as calculated in euros corresponds to the amount originally agreed as calculated in euros upon conclusion of the contract.

3.4 The weight of the goods for which the amount to be charged requires calculation is determined in the shipment department of the seller's plant from which the goods are supplied.

§ 4 Payment

4.1 Payment is deemed completed when the amount has appeared in the seller's account.

4.2 Unless otherwise agreed, the buyer must pay the seller the purchase price within 30 days from the date of issue of the invoice and delivery of the goods or provision of the service. In the event of default on payment of an invoice denominated in euros, interest on the outstanding amount shall accrue at 9 percentage points above the base rate as published by the Deutsche Bank at the time the default occurs. The seller reserves the right to assert further damages.

4.3 Non-payment of due invoices or other circumstances which indicate a material deterioration in the buyer's financial situation after conclusion of the contract, entitle the seller to the immediate repayment of all receivables that are dependent upon that legal relationship. If, despite a request to this effect, the buyer is not prepared to make an advance payment, or to provide suitable security for the service, the seller shall be entitled to terminate the contract as long as it has not yet provided the service.

4.4 The seller reserves the right to use payments to settle the oldest outstanding invoices plus any interest and accrued costs, in the following order: costs, interest, principal claim.

4.5 Offsets are only permissible where they occur due to undisputed or legally established counterclaims.

4.6 The buyer only has the right to withhold payments insofar as its counterclaims are undisputed or have been legally established.

4.7 Forms of payment other than cash or bank transfer require prior written agreement from the seller.

§ 5 Delivery and location of service provision

5.1 The scope of delivery depends upon the seller's written order confirmation. In principle the delivery takes place ex works. Insofar as there is no agreement to the contrary, the seller will ship the goods at the buyer's cost and risk.

5.2 The seller shall make every effort to deliver as soon as possible. Unless otherwise agreed or confirmed, there are no firm delivery deadlines. Provided that dispatch of the goods has been agreed, delivery deadlines and dates refer to the handover to the carrier, freight forwarder or other third party commissioned with transportation.

5.3 Insofar as, contrary to the previous paragraph, a firm delivery deadline has been agreed and delivery has been delayed by the seller, the buyer shall grant the seller a reasonable extended deadline, usually of four weeks. If the delivery has not occurred once the extended deadline has expired, and if, for the above-mentioned reasons, the buyer wishes to assert its right to terminate the contract or to demand damages in place of the delivery, it is obliged to notify the seller of this expressly in writing, by giving a reasonable further deadline with a request for delivery. The buyer is obliged, at the seller's request, to declare within a reasonable period whether or not it will terminate the contract due to the delay in delivery and/or will demand damages instead of provision of the service or delivery.

5.4 The delivery is made subject to the punctual delivery of the relevant goods. The seller reserves the right to select the method of shipment, the shipment route and the freight forwarder according to its best judgement.

5.5 The day of delivery is deemed to be the day on which the goods leave the seller's plant or warehouse or, if this day cannot be determined, the day on which the goods are made available to the buyer.

5.6 The place of performance for delivery is the site of the seller's delivery plant or warehouse; for the buyer's payment obligation, it is Mannheim.

5.7 The seller is not obliged to insure the goods against transport damage. Partial deliveries are permissible if the partial delivery is useful for the client within the scope of the contractual intended use, delivery of the remainder of the goods ordered is ensured and such delivery causes no significant overheads or additional costs for the buyer. Should the seller fall behind with a delivery or service or if a delivery or service is not possible for any reason, the seller's liability for damages under these GT&Cs shall be limited accordingly.

5.8 The risk is transferred to the buyer at the latest when the goods are handed over to the carrier, freight forwarder or third party otherwise commissioned to perform the shipment. This also applies if partial deliveries are made and the seller has taken on other services (in particular, shipping). Wreckage or damage to the goods after transfer of risk to the buyer does not release it from its obligation to fully settle the invoice for the purchase price.

5.9 If the shipment of the ordered goods is delayed through circumstances for which the buyer is responsible (including delays in, or refusal of, acceptance), the risk of accidental damage to the ordered goods is transferred to the buyer from the time of the delay. If the ordered goods are accidentally lost during a delay in acceptance by the buyer, the seller is exempted from its performance obligation. However the buyer shall still be obliged to pay in full.

6. Shipment

6.1 The seller reserves the right to select the route and means of transport. Additional costs incurred by the buyer's particular shipment preferences shall be borne by the latter. Insofar as free delivery has not been agreed, the buyer shall also bear the cost of any increase in freight costs that occur after the conclusion of the contract, as well as any additional costs incurred by the redirection of shipments, storage etc.

6.2 The seller may decide, due to low temperatures, that transport in temperature-controlled vehicles is required. The additional costs incurred will be billed to the buyer.

§ 7 Force majeure, contract obstacles

7.1 All types of force majeure, unforeseeable breakdowns, traffic disruptions, shipment disturbances, fire, flooding, unforeseeable lack of labour, energy or raw materials and other materials, pandemics, strikes, lockouts, measures taken by authorities where the seller's subcontractors do not deliver, do not deliver on time or deliver incorrectly, insofar as such is beyond the seller's control, and further obstacles that are beyond the control of the obligated party that reduce, delay, hinder or affect the production, shipment, acceptance or use of the goods to the extent that such would require unreasonable costs and effort, release the party from the obligation of delivery or acceptance for the duration of the disturbance. Should there be any significant changes to the situation existing at the time of the conclusion of the contract, the seller is entitled to withdraw from the contract. Should the seller's suppliers fail to supply the seller fully or partially, the seller is not obliged to procure the goods from other sources. In such cases, the seller is entitled to divide the available quantities between its buyers, while also covering its own needs. In the case of obstacles of a temporary duration, the delivery or service-provision periods are extended or the delivery or service-provision deadlines are postponed for the period of the hindrance plus an appropriate start-up period. The buyer can

request clarification from the seller as to whether the latter is withdrawing from the contract or whether it wishes to fulfil the contract within a reasonable deadline. Should the seller not provide clarification, the buyer can withdraw from the contract.

§ 8 Retention of ownership

8.1 The seller retains ownership of the delivered goods until the purchase price has been paid in full.

8.2 Goods delivered remain the property of the seller (reserved goods) until fulfilment of all current or future outstanding claims (including all balance claims from the current account) against the buyer from the business relationship.

8.3 Should the buyer not fulfil its obligations towards the seller, the seller is entitled to demand the return of the goods of which it has retained ownership, without needing to set a deadline and without terminating the contract. The repossession of the goods is not deemed a termination of contract unless the seller explicitly states such in writing. In the event that the seller terminates the contract, it is entitled to reasonable compensation for the temporary use of the goods it granted to the buyer.

8.4 Where goods for which ownership has been retained are processed into new products, the processing is deemed to be performed by the buyer for the seller, whereby the former does not acquire any rights against the seller. The seller's right thus extends to the manufactured products. In the event that goods for which ownership has been retained are processed, combined or connected with other goods which are owned by a third-party, the seller acquires joint ownership of the resulting products proportionate to the invoice value, including VAT, of the goods in its possession in relation to the invoice value of the goods owned by the third party. Should the goods resulting from such a connection or combination be partially owned by the buyer, the buyer shall, upon acceptance of these conditions, immediately transfer its rights to the new product to the seller. Accordingly, it is taken as agreed that the buyer shall transfer joint ownership of the principal item to the seller proportionate to the invoice value of the goods delivered by the seller (incl. VAT) in relation to that of the other items at the time of the connection or combination. The buyer shall safeguard the resulting sole or joint ownership for the seller free of charge.

8.5 The buyer is obliged to store the goods for which the seller has retained ownership appropriately and free of charge for the seller, to maintain and repair such to the extent required from a thorough merchant and to insure such against loss and damage at its own cost. By accepting these conditions, the buyer shall assign in advance to the seller all claims to which the buyer is entitled under the insurance policies covering the goods for which the seller has retained ownership.

8.6 Provided that the buyer fulfils its obligations to the seller arising from the business relationship, it is entitled to dispose of the goods for which the seller has retained ownership as it chooses within the course of ordinary business activity. However, this does not apply if it concludes contracts with its customers that preclude the buyer from transferring its claims to third parties. The buyer does not have the right to mortgage the goods for which the seller has retained ownership, provide such as security or otherwise encumber such. If the buyer resells such goods on its own behalf without receiving the full purchase price upfront or upon delivery of the purchased item, it shall agree with its client a retention of ownership in accordance with these conditions.

8.7 At the time of conclusion of the contract, the buyer shall assign to the seller its claims arising from this resale and the rights arising from the retention of ownership agreed by it. The buyer shall not be entitled to any other disposal of the reserved goods. In particular the right to use the reserved goods shall be deemed revoked if insolvency proceedings are applied for, or if liquidation is initiated, against the assets of the buyer. If the reserved goods are resold by the buyer together with goods from third parties, the assignment of receivables from the resale

shall apply, but only to the amount of the invoice value of the relevant reserved goods sold. If goods of which the seller has joint ownership are resold, the assignment of receivables shall apply to the extent of such joint ownership. The same applies to other receivables which replace the reserved goods or otherwise arise with respect to the reserved goods such as insurance claims or claims resulting from criminal action in the case of loss or destruction. The seller shall accept the relevant assignments.

8.8 At the seller's request, the buyer is obliged to disclose the assignment to its customers and to provide the seller with the information necessary to enforce its rights against the customers, and to hand over documents relating to such to the seller. Despite the assignment, the buyer is only authorised to seize the receivables from the resale provided that it properly fulfils its obligations to the seller, and the seller does not revoke this authorisation. The seller shall only make use of its right of revocation in cases where insolvency proceedings have been initiated against the buyer and in cases where its creditworthiness has been reduced.

8.9 The buyer is not permitted to mortgage or assign the reserved goods as security. If the value of the existing securities exceeds the value of the secured receivables by more than 10%, the seller is obliged to release securities of its choice if requested by the buyer. The contract may only be terminated in the event of an assertion of the retention of ownership by the seller if the seller has expressly declared this in writing beforehand. In the event of the seizure of goods or any other risk or impairment to the property and receivables rights of the seller by a third party, the buyer shall inform the seller immediately in writing and, for its part, do everything possible to protect the rights of the seller; in particular, it is obligated to protect the seller's property. If the third party is not able to reimburse the seller for the judicial or non-judicial costs arising in this regard, the buyer is liable for such.

§ 9 Defects, liability and errors

9.1 All complaints, in particular the notification of defects, that are discernible during the usual examinations, must be received by the seller immediately, and at the latest within 10 days from receipt of goods (for hidden defects, immediately, and at the latest within 10 days from their discovery), in writing, specifying the type and extent of the alleged defect. If the buyer does not notify the seller of the defects or make the complaint in the agreed written form in a timely manner, the seller's delivery and service shall be deemed to be free from defect in view of the lack of timely complaint or defect notification in the proper way. If the buyer accepts the seller's delivery or service in the knowledge of a defect, its rights in respect of this defect will only be accepted if they are expressly reserved in writing. Due to their material composition, the seller's products may only be suitable for contractual use for a limited period (durability). The seller accepts no liability, and, in particular, makes no guarantee of quality or durability, for any information to the extent that such has not been agreed in writing for individual cases. If the delivered goods are to be integrated into another product or applied to another product, the buyer must perform its examination before the introduction or application.

9.2 The buyer cannot derive any rights of liability for defects from the seller's delivery and service insofar as there is merely an insignificant reduction in the value or serviceability of the seller's delivery and service. In the event that the seller's delivery and service is defective and the buyer has duly complained about it, the seller shall, at its discretion, either remedy the delivery or replace it with another delivery (rectification). The seller must always be given the opportunity to do this within a reasonable period of time. The seller reserves the right to two attempts at rectification. If the rectification fails or if it is unreasonable to the buyer, the buyer may rescind the contract or reduce payment for it. Furthermore the buyer may request reimbursement of the expenditure necessary for the purpose of rectification. The above is excluded insofar as the expenditure increases because the object of the delivery has subsequently been transferred to a place other than the buyer's establishment, unless the move corresponds to its intended use. The seller is entitled to refuse the rectification chosen

by the buyer if such is only possible with disproportionate costs. Disproportionate costs for rectification costs represent an excess of 150% of the value of the goods in perfect condition or 200% of the loss of value of the goods due to the defects, insofar as the seller is not responsible for the defect due to intent or other grave errors. The buyer's statutory right of recourse against the seller only exists to the extent that the buyer has not entered into any additional agreements with its end client other than the statutory claims for defects. With regard to the reimbursement of expenses, the corresponding current legislation shall apply. Right of recourse pursuant to Section 445a (1) and (2) is excluded where the end client is not a consumer. Insofar as the end client is a consumer, the buyer, as a holder of the right to recourse, is entitled to equal compensation. The warranty period for the seller's goods and deliveries is one year from delivery of the goods, whereby this does not affect the provision in 9.1. This does not apply insofar as the law prescribes longer periods. Nor does the one-year period apply in cases of liability for intent, malicious concealment of a defect, claims for damages resulting from injury to life, body or health resulting from a negligent breach of duty on the seller's part or a deliberate or negligent breach of duty by the seller's legal representatives or vicarious agents, claims for other damages resulting from a grossly negligent breach of duty on the seller's part, or from an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the seller, and in the event of the buyer's recourse due to the regulations covering the purchase of consumer goods.

9.3 For incomplete or incorrect deliveries or where the seller contravenes any other obligation (secondary obligation) in a way for which the seller is responsible, the buyer shall set out in writing a reasonable deadline for the seller to deliver the shortfall or the goods owing, or to remedy the breach of duty. However the buyer cannot derive any rights from insignificant quantity deviations. The seller shall deliver significant shortfalls subsequently, as far as can be reasonably expected. Failing this, the seller shall issue a credit note.

9.4 The seller shall only be liable for damages, irrespective of the legal basis, in particular for breach of obligations arising from the contractual relationship and from criminal actions, insofar as the seller, the seller's legal representatives or vicarious agents have acted intentionally or with gross negligence or if the breach of duty is of material relevance for the purpose of the contract (primary duty). In the event of slight negligent breaches of primary duty, the seller's liability for indemnity shall be limited to typical, foreseeable, contractual damages. In the event of simple negligence of insignificant contractual obligations, the seller's liability is excluded. Exclusion or limitation of liability do not apply insofar as the seller is subject to mandatory liability for injuries to life, body or health, or for damage to privately used items in accordance with German product liability law or for other reasons. Insofar as the buyer is entitled to indemnity claims under section 9.5, these shall lapse with the expiry of the applicable limitation period for claims for defects set out in section 9.2.

9.5 The seller reserves the right to terminate the contract with written notice to the buyer, if the seller's credit insurance and/or other companies inform the seller that there is no sufficient limit available for deliveries to the buyer, or a limit has been cancelled, the buyer is not insured, the buyer has suspended its payments or provided inaccurate information with regard to its creditworthiness and this inaccurate information is of considerable importance. The buyer can prevent termination if, within eight days of receipt of the seller's notice of termination, it can provide a corresponding alternative form of security for the purchase price which is acceptable to the seller.

9.6 The seller is entitled to terminate the contract if the buyer or the country in which the buyer has its registered office is subject to export restrictions, in particular, by the United States, the European Union and Germany, insofar as they relate to the export, re-export, transfer of and resale of products. The seller must declare termination within seven days from the date that the export restriction becomes known to it. The same shall apply if the country in which the company to be supplied or the buyer has its registered office, imposes import restrictions.

9.7 Further claims of the buyer against the seller, for any legal reason, are excluded, in particular claims for compensation for damages not caused or incurred by the delivered goods themselves (e.g. loss of profit, consequential damages, other financial losses), except where otherwise provided for below. This exemption from liability does not apply insofar as the seller has compulsory liability due to intent, gross negligence or a guarantee promise, or has breached a significant contractual obligation (an obligation which must be fulfilled as a prerequisite for the proper fulfilment of the contract and upon the fulfilment of which the contractual partner regularly relies and is entitled to rely), or in the event of injuries to life, body or health. The same applies to the fraudulent concealment of a defect and to the buyer's claims pursuant to German product liability law. In the event of simple negligence of significant contractual obligations, the seller's liability is limited to compensation for typical, foreseeable damage.

§ 10 Technical advice

The seller's sales staff shall provide technical advice to the best of their knowledge, however such information is to be considered non-binding. The buyer is obliged to verify the applicability of the delivered goods itself.

§ 11 Choice of law and place of jurisdiction

11.1 The law of the Federal Republic of Germany applies to these GT&Cs and all legal and contractual relationships between the seller and the buyer that are subject to these GT&Cs, with the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 Insofar as commercial clauses pursuant to the International Commercial Terms (INCOTERMS) are agreed, the 2010 INCOTERMS will apply.

11.3 Where the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive jurisdiction, including internationally, for all disputes arising from or in relation to the content of this contract shall be that of Mannheim. The seller is nevertheless entitled to file a suit at the buyer's general place of jurisdiction.

§ 12 Data protection

12.1 The seller shall collect, store, process and use the buyer's personal data if and to the extent that this is required, and for the duration necessary, for the establishment, performance or termination of the contractual relationship. Further collection, storage, processing and use of personal data of the purchaser shall only take place to the extent that a legal provision requires, permits, or the buyer has consented to such.

12.2 The buyer is aware that the collection, processing and use of, among other things, the buyer's name, address, telephone number, email address and bank details are necessary for the implementation of pre-contractual measures and the fulfilment of the contract on the basis of Art. 6 (1) lit. b GDPR.

12.3 The seller is entitled to transfer the buyer's data to third parties if and insofar as this is necessary for the implementation of pre-contractual measures for the fulfilment of this contract (e.g. invoice payment, customer service) in accordance with Art. 6 (1) lit. b GDPR. The seller also reserves the right, under certain circumstances, to pass on such data to third parties (e.g.

debt collection) within the framework of what is legally permissible for the purpose of asserting claims in accordance with Art. 6 (1) lit. b and/or f GDPR.

12.4 The seller shall maintain current technical measures to ensure the protection of personal data. These are always kept updated to the current state of the art.

12.5 On request, the seller shall provide the buyer with information about the stored personal data relating to the buyer under the statutory requirements (Art. 15 GDPR). This also concerns the recipients or categories of recipients to whom such data is disclosed and the purpose of the storage. In addition, the buyer has the right to demand correction under the conditions set out in Art. 16 GDPR and/or erasure under the conditions set out in Art. 17 GDPR and/or restriction of processing under the conditions set out in Art. 18 GDPR. Furthermore, the buyer may demand data transmission at any time under the conditions set out in Art. 20 GDPR. Personal data is only stored as long as it is necessary for the respective purpose. This usually corresponds to the duration of the contract.

12.6 The buyer may object to any use of its personal data to safeguard legitimate interests (Art. 6 (1) sentence 1. lit. f GDPR) with future effect at any time by informing the seller informally. If the seller is unable to establish any overriding compelling reasons for use that are worthy of protection or if the processing is not necessary to assert, exercise or defend legal claims, the seller will no longer use the data concerned for these purposes after receipt of the objection.

12.7 The buyer may at any time object to the use of the buyer's data for the purpose of direct advertising with future effect; this also applies to profiling insofar as it is connected with direct advertising. In the event of an objection, the seller shall refrain from any further processing of the buyer's data for the purpose of direct marketing.

12.8 The body responsible for all questions relating to data protection and for exercising the rights described in Sec. 12 is: CoaTIB GmbH Mülheimer Straße 16-22, 68219 Mannheim, Tel.: 0621 89010, info@coatib.com.

§ 13 Confidentiality

13.1 The buyer undertakes not to make use of, or share with third parties, any business or operational secrets (documents, drawings, plans, specifications, confidential information, expertise, production methods and the like), made known to it by the seller or its vicarious agents during the course of the business relationship, without the seller's consent. At the seller's request, all available business or operational secrets in physical form must be returned to the seller. An exception to this is information that is publicly and lawfully accessible or information that was already known to the buyer before the documentation was made available to it. The obligation to confidentiality shall also apply to the time after the end of the business relationship.

§ 14 Final provisions

Should individual provisions of these Terms and Conditions be or become wholly or partially ineffective in a legal sense, the effectiveness of the remaining provisions shall remain unaffected. The ineffective provision must be replaced or the regulatory gap must be filled by a legal, permissible provision which, as far as possible, corresponds to what the contractual partners had intended or would have intended within the meaning and purpose of these Terms and Conditions if they had identified the regulatory gap.