

General sales and service requirements of TPE Sealing GmbH

I. General

- 1.1 These General Terms and Conditions of Sale and Delivery ("GTC") of TPE Sealing GmbH, Friedrich-List-Allee 50 in 41844 Wegberg ("we", "us") apply exclusively to entrepreneurs within the meaning of Section 14 of the Civil Code (BGB), This means natural or legal persons or legal partnerships who, when concluding the legal transaction, act in the exercise of their commercial or independent professional activity ("buyer").
- 1.2 Our general terms and conditions apply exclusively to the business relationship with the buyer, including information and advice. If our General Terms and Conditions are introduced into the transaction with the buyer, they also apply to all further business relationships between the buyer and us, unless otherwise expressly agreed in writing. The buyer's general terms and conditions - in particular general purchasing conditions - only apply if and to the extent that we expressly accept them, otherwise they will be rejected. In particular, our silence on such deviating general terms and conditions does not constitute recognition or approval, not even in future contracts or in references made by the buyer in his orders.
- 1.3 All agreements, subsidiary agreements, assurances and contractual changes, including changes to these General Terms and Conditions, must be in writing. This also applies to the waiver of this requirement itself. The written form is also maintained through transmissions via email and digital/electronic signatures and signatures (e.g. Docu-Sign). This also applies if written form is required in these General Terms and Conditions. The priority of individual agreements in written, textual or oral form (§ 305b BGB) remains unaffected for individual agreements in any form.

II. Conclusion of contract, scope of delivery and services, product properties

- 2.1 Our offers are subject to change unless they are expressly marked as binding or contain expressly binding promises. They are invitations to place orders by the buyer and not a binding offer on our part. The buyer is bound to his order as a contract application for 14 calendar days - for electronic orders 5 working days - after we receive the order. Unless otherwise stated, binding offers from us are valid for a maximum of 2 weeks.
- 2.2 A contract is only concluded - even in ongoing business transactions - when we confirm the buyer's order in writing by order confirmation. If delivery occurs within the binding period for the buyer's offers in accordance with Section 2.1, our order confirmation can be replaced by our contractual delivery.
- 2.3 The buyer must inform us in writing of any special requirements for our products in good time before the contract is concluded. However, such notices do not extend our contractual obligations and/or liability.
- 2.4 If the agreed shipment is delayed at the buyer's request or for reasons for which the buyer is responsible, we are entitled to store the goods starting from the expiry of the reasonable period set in our written notification of readiness for shipment ("Notice of Readiness for Shipment") of the contractual goods at the risk of the buyer for loss and deterioration of the goods and to invoice the resulting costs at 0.5% of the net invoice amount of the stored goods for each week or part thereof. The buyer reserves the right to provide evidence of significantly lower expenditure (more than 10% less). The stored goods will only be insured at the buyer's special written request; the buyer bears the costs. The assertion of further rights, such as withdrawal from the contract, remains unaffected by this. The buyer must inform us in writing of any special requirements for our products in good time before the contract is concluded. However, such notices do not extend our contractual obligations and/or liability.

- 2.5 We only owe user information for our products and a product label - unless expressly agreed otherwise in writing or if we are subject to a different, mandatory legal regulation - in German or, at our discretion, in English.
- 2.6 We reserve the right to change the specification of the goods at any time to the extent that legal requirements make this absolutely necessary, as long as this change does not result in a deterioration in quality and usability for the usual purpose and insofar as suitability for a specific purpose has been agreed for this purpose becomes.
- 2.7 Any documents, drawings, weight information, samples, etc. attached to our offer do not constitute a guarantee, nor is any procurement risk assumed, unless this is expressly marked in writing with "legally guaranteed" or "assumption of the procurement risk".
- 2.8 Unless otherwise agreed in writing, our deliveries correspond to the legal requirements applicable to the respective product at our headquarters. Compliance with and compatibility with any laws and official regulations that may deviate from this at the place of delivery or - if different - at the buyer's registered office are not owed unless this has been expressly agreed in writing between the parties. The same applies to legal and official requirements in areas to which the product is resold or delivered by the buyer.
- 2.9 We are only obliged to deliver and make payments from our own inventory (taking into account other delivery obligations) (inventory debt). The assumption of a procurement risk, a procurement guarantee or any other availability that goes beyond our inventory does not lie solely in our obligation to deliver an item, basic items, NOS goods, etc. that are only specific in terms of type.
- 2.10 We are entitled to provide partial services as long as this is not unreasonable for the buyer.

III. Prices

- 3.1 Unless otherwise agreed, the prices apply for delivery ex works (EXW Incoterms 2020). Customs duties, freight, packaging, insurance premiums and other costs that necessarily arise in connection with the delivery, provision of the service or other processing of the contract will be invoiced to the buyer separately. All prices are exclusive of VAT applicable at the time of delivery in accordance with the relevant regulations.
- 3.2 If between the placing of the order and the day of delivery there is an increase in material manufacturing and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations and/or currency regulations and/or customs changes, and/or freight prices and /or public taxes, if these directly or indirectly influence the production or procurement costs of the goods or the costs of our contractually agreed services, we are entitled to unilaterally adjust our prices accordingly if there are more than two months between conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other of the factors mentioned in relation to the total cost burden for delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction must be passed on to the buyer as part of a price reduction.

In the event of a price increase in accordance with the above, the buyer is entitled to withdraw from contracts that have not yet been fully fulfilled (only) if the price increase is at least 10% above the original price. However, he can only exercise this right immediately after notification of the increased price.

3.3 During the offer phase, the prices are considered guidelines and can only be determined exactly after the binding data sets for production have been submitted.

IV. Payment conditions

4.1 Our invoices are payable without deduction within 30 days of delivery - or, in cases covered by Section 2.4 Sentence 1 of these General Terms and Conditions, of notification of readiness for dispatch - and invoice date, whereby the later date is decisive for the calculation of the deadline. Our invoices are usually sent electronically (by email), unless the buyer does not meet the relevant requirements, which he must inform us of when concluding the contract. We reserve the right to charge additional costs for any necessary postal transmission of invoices.

4.2 The final credit on our account is decisive for the timeliness of payment. In the event of late payment, we will charge the statutory default interest as well as any statutory flat-rate damages (cf. in total § 288 Para. 2 and 5 BGB). We reserve the right to claim higher damages, taking into account default interest and statutory flat-rate damages.

4.3 After conclusion of the contract, but before delivery of at least part of the ordered goods, circumstances become known that not only insignificantly reduce the buyer's creditworthiness (rating) from recognized rating agencies such as Creditreform, Moody's, Fitch, etc. and lead us to justifiably assume this. If the buyer will not be able to fulfill his contractual obligations, we are entitled, even in deviation from the agreed payment terms, to suspend delivery at our discretion either by prior payment of the purchase price or by providing sufficient security (e.g. a bank guarantee in the amount of the purchase price) dependent or without obligation to pay compensation, to withdraw from the contract and to postpone the fulfillment of orders that are still to be carried out. In the event of the buyer suspending payments or becoming insolvent, all outstanding invoices are due immediately.

4.4 Offsetting is only permitted with undisputed or legally established counterclaims as well as counterclaims from the same contractual relationship due to any defects in the purchased item or completion costs. The withholding of payments is permitted in the case of undisputed or legally established counterclaims as well as in the event of additional costs for remedying defects or completion from the same contractual relationship, whereby in the case of costs for remedying defects, the amount withheld must be in proportion to the defects and the expected costs of subsequent performance.

V. Retention of title

5.1 The delivered goods (reserved goods) remain our property until all claims arising from the business relationship that are due at the time of delivery have been paid, regardless of the legal basis on which they may be based. For current invoices, the retention of title serves as security for our balance claim.

5.2 The buyer may resell the goods subject to retention of title in the ordinary course of business, but only against cash payment or under the condition that his claim from the sale is transferred to us. The buyer is not entitled to make other dispositions, in particular to pledge or assign as security.

5.3 The buyer hereby assigns to us all claims against third parties that arise from contracts, orders or other legal acts with regard to the reserved goods. If the delivered goods are resold together with items that do not belong to us at a total price or if the claim from the resale also relates to other services provided by the buyer, only the partial amount corresponding to the invoice value will be assigned to us with priority over the remaining claims corresponds to the goods delivered by us.

5.4 The delivered goods are processed on our behalf without any obligations arising from this. If the buyer processes and combines our goods with other goods that do not belong to us, we are entitled to co-ownership of the new item in proportion to the value of the reserved goods to the remaining goods at the time of processing or combination. In the event that the buyer has already established an entitlement before the item is processed, the buyer and seller hereby agree that an equivalent expectant right arises in the item newly created through the processing.

5.5 Despite the assignment, the buyer remains authorized to collect claims arising from the contracts, orders or other legal acts in accordance with Section 5.3. Our authority to collect remains unaffected by that of the buyer. However, we will not collect the claims as long as the buyer is not in default of payment, insolvent, insolvent or otherwise endangering the seller's security interest. We can request from him at any time the information necessary to assert our claims.

5.6 The buyer must notify us immediately of any impending or existing access by third parties to the goods subject to our retention of title or the claims assigned to us, as well as any other impairments, in particular due to global assignments. The buyer must bear the costs of defending against third-party interventions if he does not notify us or does not notify us in a timely manner, as well as in the event of a successful intervention if the enforcement of the costs against the defendant as the cost debtor was attempted in vain.

5.7 We are entitled to demand the return of the goods we own if the buyer is in default of payment or if he violates his obligations under Sections 5.2 and 5.6; Section VIII applies accordingly. A right of retention can only be asserted against this claim for return in relation to goods that have already been paid for. In the event of late payment, insolvency, insolvency or any other threat to our security interest, we can revoke the authorization to resell or collect the claims assigned to us. The assertion of the right to return and the seizure of goods owned by us do not constitute withdrawal from the contract.

5.8 If the value of the securities we have in accordance with the above provisions exceeds the secured claims by more than 10%, we are obliged to release securities of our choice at the buyer's request.

5.9 The buyer stores the reserved goods for us free of charge. He must clearly mark the reserved goods as our property and store them in a way that is sufficiently distinguishable from other goods, including other goods from us, in particular those that have already been paid for. He must also adequately insure the reserved goods, in particular against water, fire and theft. Claims against the insurance resulting from an event of damage affecting the reserved goods are hereby assigned to us in the amount of the value of the reserved goods. We accept the assignment.

5.10 The buyer acknowledges and agrees that we may register our retention of title in state registers in accordance with any local legal requirements.

VI. Packaging, shipping and transfer of risk

6.1 Shipping takes place at our discretion ex works or warehouse for the account and at the risk of the buyer. The choice of shipping method, commissioning of the transport company, etc. is made by us, unless otherwise agreed in individual cases. With regard to costs, Section 3.1 of these General Terms and Conditions applies. If the need for certain special packaging arises after conclusion of the contract, possibly deviating from our offer, the relevant costs must also be borne by the buyer. The same applies if we have to use alternative packaging for reasons for which the buyer is responsible. Section 6.3 of these General Terms and Conditions remains unaffected. If shipping is to take place using the buyer's reusable containers, the buyer must provide us with these in a timely manner, cleaned and in sufficient quantities. We are not obliged to clean the containers - either before or after use for shipping.

- 6.2 The risk of accidental loss or deterioration of the goods passes to the buyer when we make them available for shipment by the appointed transporter (Ex Works Incoterms 2020).
- 6.3 Any increase in freight costs due to a subsequent change in the type of packaging, the transport route or similar circumstances affecting the freight costs must also be borne by the buyer, even if shipping is otherwise freight-free, if this is requested or caused by the buyer.

VII. Delivery times and delivery obstacles, reservation of self-delivery, force majeure

- 7.1 Specified delivery times are non-binding unless expressly agreed in writing as binding. If delivery dates and deadlines are non-binding or approximate (e.g. "approximately", "approximately"), we will do our best to adhere to them. Delivery periods that are bindingly agreed in writing begin when the buyer receives the order confirmation, but not before all details of the execution of the order have been clarified, all other requirements to be met by the buyer have been met and any existing obligations to cooperate (e.g. opening a letter of credit, providing domestic or foreign certificates), payment of an advance payment, etc.) have been made; The same applies to delivery dates. Deliveries before the agreed delivery time are permitted provided they are not unreasonable for the buyer.
- 7.2 If, for reasons for which we are not responsible, we do not receive the necessary deliveries from our suppliers for the provision of the contractual delivery owed despite proper and sufficient supplies before the contract is concluded with the buyer, we will inform the buyer immediately in writing. In this case, we are entitled, at our discretion, to extend the delivery times by the corresponding duration or, in the event of a short-term hindrance of more than 30 days, to withdraw from the contract in whole or in part, provided that we have fulfilled our obligation to provide information above and the procurement risk or a have taken over a delivery guarantee.
- 7.3 Section 7.2 applies accordingly in cases of force majeure of considerable duration (i.e. lasting longer than 1 week). Cases of force majeure include, in particular, serious impairments in the health sector (e.g. pandemic, epidemic, epidemic), including Covid19, natural disasters (e.g. storm, flood, earthquake), labor disputes, operational disruptions, strikes, unrest, armed conflicts or acts terrorist violence, energy, transport or material shortages through no fault of our own, official interventions and all other hindrances that, when viewed objectively, were not caused by us.

VIII. Warranty, quality of the goods, guarantees

- 8.1 To the extent that we have made express and binding agreements with the buyer regarding the quality, properties, specifications, etc. and/or quantity of the ordered goods ("agreed quality"), these take precedence over the objective requirements of Section 434 Paragraph 3 of the German Civil Code (BGB). Furthermore, unless the parties have expressly agreed otherwise, it can be assumed that the goods are suitable for the use stipulated in the contract, provided that they correspond to the agreed quality. Section 434 Paragraph 2 No. 3 BGB remains unaffected.
- 8.2 The buyer must inspect the goods immediately after delivery, to the extent that this is possible in the normal course of business, and if a defect becomes apparent, he must immediately notify us in writing. By negotiating any complaints about defects, we do not waive the objection that the complaint was not timely, was objectively unfounded or was otherwise insufficient. If the buyer fails to make this notification, the goods are deemed to have been approved, unless there is a defect that was not apparent during the inspection. Otherwise, Sections 377 ff. of the German Commercial Code (HGB) apply. Obvious transport-related damage or other defects that are already apparent upon delivery must also be confirmed with a signature on the respective

shipping document by the supplier upon acceptance of the delivery. The buyer must ensure that a corresponding confirmation is provided.

- 8.3 In the event of complaints, the buyer must immediately give us the opportunity to inspect the goods in question; Upon request, the goods in question or a sample of them must be made available to us at our expense. In the event of unjustified complaints, we reserve the right to charge the buyer with freight and handling costs as well as the inspection effort at normal market prices. At our discretion, supplementary performance is carried out by eliminating the defect or delivering a defect-free item. In the event of failure or unjustified refusal of supplementary performance, the buyer has the right to choose a reduction or to withdraw from the contract. The right to claim damages in accordance with Section IX. These General Terms and Conditions remain unaffected.
- 8.4 The information and descriptions provided in catalogs, brochures and other representations of the products are only relevant if the buyer has expressly referred to them in the context of his order and we have confirmed this in accordance with Section 2.2 of these General Terms and Conditions.
- 8.5 For claims arising from breach of duty due to poor performance in the form of material defects (warranty), the limitation period is 1 year from the transfer of risk (Section 6.2). In the case of claims for damages, this does not apply in the cases of Section 478 BGB (recourse in the supply chain), Section 9.2 of these General Terms and Conditions or if a longer limitation period is otherwise mandatory by law.
- 8.6 A guarantee is only deemed to have been given by us if we have described a property and/or a performance success as "legally guaranteed" in writing. This also applies to any information, specifications and other product descriptions in our offers, such as specific tool life, output quantities, etc.

IX. Liability

- 9.1 Subject to the following exceptions, we are not liable, in particular not for claims by the buyer for damages or reimbursement of expenses - regardless of the legal basis - in the event of a breach of obligations arising from contractual or statutory obligations.
- 9.2 The above exclusion of liability in accordance with Section 9.1 does not apply in the following exceptional cases:
- for your own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
 - for breach of essential contractual obligations. "Essential contractual obligations" are those whose fulfillment shapes the contract and on which the buyer can rely;
 - in the event of injury to body, life and health also by legal representatives or vicarious agents;
 - insofar as we have assumed the guarantee for the quality of our goods or the existence of a successful performance, or a procurement risk within the meaning of § 276 BGB;
 - in the event of liability under the Product Liability Act or other legally binding liability circumstances.
- 9.3 In the event that we or our vicarious agents are only guilty of slight negligence and the third, fourth and fifth indents in paragraph 9.2 above do not apply, we are only liable for damage that is typical and foreseeable for the contract, even in the event of a breach of essential contractual obligations.
- 9.4 The exclusions and limitations of liability in accordance with Sections 9.1 to 9.3 and Section 9.5 above apply to the same extent in favor of our executive bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.

9.5 The buyer's claims for damages arising from this contractual relationship can only be asserted within a exclusion period of one year from the start of the statutory limitation period. Section 9.2 applies accordingly.

9.6 The above regulations do not entail a reversal of the burden of proof.

X. Product liability

10.1 The buyer will immediately inform us of any product defects that become known to him, complaints from customers or from the market in general, as well as risks associated with the use of the contractual products. Any resulting warranty claims from customers against the buyer remain unaffected by this.

10.2 If any third-party claims against us resulting directly from product liability are due to the fact that the buyer has changed the contractual products, their equipment or their packaging or has removed any warning notices on them, he shall fully indemnify us internally and externally from such claims.

10.3 Regardless of this, in the event of a product recall becoming necessary or other related actions, the buyer will provide us with appropriate support and will follow the measures ordered by us to the extent that these are reasonable for the buyer.

10.4 If claims are made against the buyer by customers as a result of a product defect, he is obliged to inform us immediately and to give us the opportunity to participate directly in any legal dispute or to coordinate with him on an ongoing basis in such a dispute. The buyer must support us in every way in conducting such a legal dispute or, if he conducts the legal dispute in agreement with us, inform us in good time in advance about all measures that will trigger costs and allow us to choose and, if necessary, appoint lawyers. The buyer must refrain from actions that could affect our legal position.

XI. Third party property rights

11.1 We are only obliged to deliver the goods or services free of any rights or claims of third parties that are based on industrial property rights or other intellectual property and which we knew when the contract was concluded or did not know due to gross negligence, provided that the right or claim is based on commercial ones property rights or other intellectual property

- a) according to the law of the Federal Republic of Germany, provided that the buyer has his registered office or branch there; or
- b) according to the law of a foreign EU state, provided that the buyer has his registered office or branch there; or
- c) under the law of a third country only if we have expressly agreed in writing with the buyer on the use or sale of our products in this third country.

11.2 If a third party raises justified claims due to the infringement of property rights through products delivered by us to the buyer, we are liable to the buyer as follows:

- a) At our discretion, we will first attempt to either obtain a right of use for the deliveries in question at our own expense or to change the delivery item in compliance with the contractually agreed characteristics so that the property right is not violated or to replace it. If this is not possible for us or if we refuse to do so, the buyer is entitled to his legal rights in accordance with these General Terms and Conditions.
- b) The buyer is only entitled to rights against us in the event of an infringement of intellectual property rights by our delivery items if he immediately notifies us in writing of the claims asserted by third parties, does not acknowledge an infringement and we reserve the right to take all defensive measures and negotiate settlements.

c) If the buyer stops using the products to reduce damage or other important reasons, he is obliged to point out to the third party that the cessation of use does not imply an acknowledgment of an infringement of intellectual property rights.

d) If the buyer is attacked by third parties for infringement of intellectual property rights as a result of the use of the products we supply, the buyer undertakes to inform us of this immediately and to give us the opportunity to take part in any legal dispute. The buyer must support us in every way in conducting such a legal dispute. The buyer must refrain from actions that could affect our legal position.

e) Otherwise, claims for damages only exist in accordance with Section IX.

11.3 If the goods are manufactured according to the buyer's specifications or according to the buyer's samples, the buyer is fully responsible for ensuring that property rights or other rights of third parties are not violated. Otherwise, he must release us from third-party claims. If we are prohibited from delivering or manufacturing by a third party based on a property right belonging to them, we are entitled - without checking the legal situation but after notifying the buyer - to stop the work and demand reimbursement of the costs incurred, unless: The buyer provides legally binding proof that the assertion of property rights by a third party is unjustified.

XII. Confidentiality and data protection

12.1 The buyer undertakes to maintain the secrecy of such facts, documents and knowledge that come to his knowledge in the course of conducting business relations with us and that contain technical, financial, business, product or market-related information about our company, our product or our customers, provided that we describe the relevant information as requiring confidentiality or have an obvious interest in keeping it confidential (collectively, "confidential information"). The buyer will use the confidential information exclusively for the purpose of implementing and executing the contractual relationship with us.

12.2 The transfer of confidential information by the buyer to third parties requires our express and prior written consent.

12.3 The obligation of confidentiality in accordance with Section 12.1 above does not apply if the respective confidential information can be proven:

- a) is state of the art available to the general public or this information becomes state of the art without the buyer's involvement or
- b) was already known to the buyer or is made known by a third party authorized to pass it on or
- c) is developed by the buyer without our involvement and without using other information or knowledge obtained through the contractual contact or
- d) must be disclosed due to mandatory legal regulations or court or official orders.

12.4 We will comply with the relevant legal provisions, in particular the General Data Protection Regulation (GDPR), with regard to the buyer's personal data. Details and information on data protection can be found on our website at <https://tpe-sealing.de/privacy-policy-tpe-sealing/?lang=en>

XIII. Export control / intra-community movement of goods

13.1 The export of certain goods may - e.g. due to their type or intended use or final destination - be subject to official or legal restrictions or bans or to a permit requirement. This applies in particular to so-called dual-use goods. The buyer is obliged to strictly observe the export regulations and embargoes relevant to these goods (deliveries or services, goods, software, technology), in particular those of the European Union (EU), Germany or other EU member states and, if applicable, the USA.

13.2 The buyer will in particular check and ensure that

- a) the deliveries provided are not intended for armaments-related, nuclear or weapons-related use;
- b) no companies and individuals named on the US Denied Persons List (DPL) are supplied with US-origin goods, software and technology;
- c) no companies and persons named on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with US origin products without relevant authorization;
- d) no companies and persons named on the list of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU terrorist list are supplied;
- e) the early warning notices of the responsible German or national authorities in the respective country of origin of the delivery are observed.

The buyer undertakes to send us the relevant end-use documents in the original in the form specified by the Federal Office of Economics and Export Control immediately upon request, but no later than within 10 days.

13.3 Access to and use of our deliveries may only take place if they comply with the above-mentioned checks and assurances; otherwise we are not obliged to deliver.

13.4 When passing on deliveries, the buyer undertakes to obligate other recipients in the same way and to inform them of the need to comply with such legal regulations.

13.5 The buyer undertakes to indemnify us against all damages that arise from the culpable breach of the above obligations in accordance with Sections 13.1 to 13.4. The scope of the damage to be compensated also includes the reimbursement of all necessary and appropriate expenses that we incur or have incurred, in particular the costs and expenses of any legal defense, as well as any official administrative fines or fines. Further rights (e.g. withdrawal) remain unaffected.

XIV. Place of performance, place of jurisdiction, choice of law

14.1 Unless otherwise agreed, the place of performance for delivery and payment is our registered office.

14.2 The exclusive place of jurisdiction is the court responsible for our registered office. However, we are also entitled to sue the buyer at his general place of jurisdiction.

14.3 The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Status of these terms and conditions: November 2023