

General Delivery Conditions of Technolam GmbH

1. SCOPE

- 1.1 These General Delivery Conditions ("GDC") shall apply to all our business relations with merchants within the meaning of Section 14 of the German Civil Code (*BGB*), legal persons under public law or special funds under public law (hereinafter: "Customer").
- 1.2 Our ALB apply exclusively. We do not accept any contradicting, deviating or supplementary terms and conditions of the customer unless we expressly agree to their validity in writing.

2. CONCLUSION AND CONTENT OF CONTRACT, WRITTEN FORM

Our offers are subject to confirmation and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.

In order to be effective, legally relevant notices and declarations which the customer makes to us after conclusion of the contract (e.g. setting deadlines, reminders, notices of defects) must be made in writing. The transmission by fax or e-mail shall suffice to comply with the written form.

- 2.3 Individual contractual agreements - including any verbal agreements - shall take precedence over these GDC. A written contract or our written confirmation shall be decisive for proof of the contents.

3. DELIVERY METHODS; PARTIAL DELIVERIES; DELIVERY MARGIN TOLERANCE

- 3.1 Unless otherwise agreed, all our deliveries are executed "EXW Incoterms (2010)".
- 3.2 To the extent that we are responsible for shipment, we shall be entitled to determine the type of shipment (in particular the carrier and the shipping route) and the packaging at our due discretion. In such cases, the risk shall pass to the customer at the latest when the goods are handed over to the customer.
- 3.3 We are entitled to partial deliveries if and insofar as these partial deliveries are reasonable for the customer. In general, we are granted an industry-standard delivery margin tolerance of $\pm 10\%$ of the total order quantity.

4. PRICES, TERMS OF PAYMENT, RIGHTS OF SET-OFF AND RETENTION

- 4.1 Unless otherwise agreed, our current net prices ("EXW Incoterms (2010)") at the time the contract is concluded shall always prevail, excluding statutory value-added tax and transport costs.

- 4.2 Except as otherwise agreed, our invoices are to be paid within 30 business days after delivery and receipt of invoice without any deduction and in Euro (€). The date of receipt of payment shall be the decisive date hereto. Delivery in the abovementioned sense means the receipt of our pick-up notification by the customer or - if so agreed - the handing over to the carrier.
- 4.3 Upon expiration of the respective payment period, the customer will be in default without further notice, in particular without any reminder.
- 4.4 The customer shall only be entitled to offset and assert a right of retention if his respective counterclaim is not disputed or has been confirmed by final decision of a competent court. Any agreed discounts in percentage or fixed will be deducted unchanged from the current price at the time of delivery. In all other respects clause 4.1 shall apply.

5. DELIVERY PERIODS, FORCE MAJEURE

- 5.1 Delivery times and deadlines for deliveries and services (delivery periods) prospected by us are always only estimates, unless a binding delivery period has been expressly confirmed or agreed.
- 5.2 A delivery period shall be considered met if the customer has received our pick-up notification before expiry of the delivery period or - if so agreed - we have handed over the goods to the carrier.
- 5.3 In case it turns out to be foreseeable for us that a delivery period cannot be met, we shall immediately notify the customer thereof and inform him of the expected new delivery period.
- 5.4 We shall not be liable for delays or non-deliveries of our goods insofar as these circumstances are based on events not foreseeable at the time of conclusion of the contract for which we are not responsible and on which we could not otherwise have an influence by reasonable effort. This applies in particular in cases of Force Majeure (e.g. war, official measures as well as operational disturbances not caused by our fault) and other events or circumstances which are beyond our control and which we cannot prevent with reasonable care. We shall immediately inform the customer of the existence of such an event and take appropriate measures to keep the period of the event and its effects as minor as possible.
- 5.5 In the instance of events within the meaning of Clause 5.4, the delivery periods shall automatically extend by the duration of the event plus a reasonable start-up period. We shall also be entitled to withdraw from the contract if such events make it significantly more difficult or impossible for us to perform and are not only of a temporary nature

6. EXPORT CONTROL

If our deliveries (potentially) involve an export or transfer of listed goods subject to authorisation or other possible export or use restrictions (in particular in accordance with the so-called Dual-Use Regulation (Council Regulation (EC) No. 428/2009), the customer is obliged, upon our request, to provide us with appropriate information on the end-use of the goods to be delivered, in particular to issue so-called end-use documents and to send them to us in the original.

7. RETENTION OF TITLE

- 7.1 The goods delivered by us to the customer (including the items replacing them in accordance with the following provisions, also covered by the reservation of title) shall remain our property ("reserved goods") until all claims arising from the business relationship between us and the Customer have been paid in full.
- 7.2 The Customer shall store the reserved goods for us free of charge. He must treat them with care and insure them at his own expense against fire, water and theft and to their replacement value.
- 7.3 The Customer is not entitled to pledge the reserved goods or to assign them as security. In the event of pledging of the reserved goods or any other interventions by third parties, the customer must clearly point out our ownership and inform us immediately in writing in order that we can pursue our property rights.
- 7.4 The Customer shall be entitled to use, process, transform, combine, mix and/or sell the reserved goods in the ordinary course of business as long as no insolvency proceedings have been initiated against the Customer's assets and as long as the Customer is not incapable of meeting his payment obligations.
- 7.5 If the reserved goods are processed or transformed by the customer, Section 950 of the German Civil Code (*BGB*), this shall always be done for us as manufacturer in our name and for our invoice. We directly acquire ownership of the newly created object or - if processing or transformation is carried out from materials of several owners - co-ownership (fractional ownership - *Bruchteilseigentum*) of it in the ratio of the value of the reserved goods (gross invoice value) to the value of the other processed/transformed materials at the time of processing/transforming.
- 7.6 The customer hereby assigns to us in full his claims for payment against his buyers arising from the resale of the reserved goods as well as those claims of the customer against his buyers or third parties in respect of the reserved goods which arise for any other legal reason (in particular claims resulting out of tort and claims to insurance benefits), including all balance claims from current account, in the case of co-ownership of the reserved goods by us pro rata in accordance with our co-ownership share. We hereby accept this assignment.

- 7.7 We hereby revocably authorise the customer to collect the claims assigned to us for us in his own name. Our right to collect these claims ourselves shall not be affected thereby. However, we shall not collect them ourselves and shall not revoke the collection authorisation as long as the customer duly fulfils his payment obligations towards us (in particular does not fall into payment default), as long as no insolvency proceedings have been filed against the customer's assets and as long as the customer is not incapable of meeting his payment obligations. If one of the above cases occurs, we may demand from the customer that he discloses to us the assigned claims and the respective debtors, notifies the respective debtors of the assignment and hands over to us all documents and details which we require to assert the claims.
- 7.8 If we withdraw from the contract in accordance with the statutory provisions due to breach of contract by the customer, we shall be entitled to demand the return of the reserved goods from the customer. At the latest our demand for return shall also include our notice of withdrawal. The customer shall bear the transport costs incurred for returning the goods to us.

8. LIABILITY FOR DEFECTS

- 8.1 We shall be liable for defects in accordance with the statutory provisions, whereby we shall have the right to choose the type of cure (i.e. repair or replacement).
- 8.2 Any claims for damages due to defects shall only exist in respect of Clause °10 of these GDC.
- 8.3 Claims due to defects shall become statute-barred within one year as of delivery, unless Clause °10.1 applies. In this case, the Customer's claims shall become statute-barred within the statutory periods. Sections 445a, 445b of the German Civil Code (*BGB*) remain unaffected.

9. USE OF IT-OFFERINGS AND DATA OBTAINED THEREFROM

The use of the free multilayer calculation tool ("Multilayer Architect") in the customer area of our website (www.technolam.de) is at the Customer's own risk. We are not liable for the accuracy and practicability of the construction recommendations determined therein. The responsibility for the faultless processing of the materials supplied by us lies solely with the Customer.

10. LIABILITY

- 10.1 We shall be liable in accordance with the statutory regulations in the event of intent, gross negligence, culpable injury to life, body or health, assumption of a guarantee or a procurement risk and in the event of liability in terms of the German Product Liability Act (*Produkthaftungsgesetz*).

- 10.2 We shall also be liable in the event of a slight negligent breach of material contractual duties, i.e. such obligations the fulfilment of which is essential to the proper performance of the contract and on the observance of which the Customer regularly relies and may rely. In this case, however, the amount of our liability shall be limited to the typically occurring, foreseeable damage at the time of conclusion of the contract.
- 10.3 Any further liability is excluded.
- 10.4 Insofar as our liability is excluded or limited in accordance with the above terms, this shall also apply to the personal liability of our executive bodies, legal representatives, employees and other vicarious agents.

11. SEVERABILITY, GOVERNING LAW AND JURISDICTION

- 11.1 Should any of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions.
- 11.2 The business relations between us and the Customer are subject exclusively to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 11.3 Should the Customer be a merchant, a legal body under public law or a special fund under public law, or should he not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive - also international - place of jurisdiction for all disputes arising from the business relationship between us and the customer shall be our registered office in Troisdorf. Mandatory legal regulations on exclusive places of jurisdiction remain unaffected.