

## General sales and delivery conditions of Polymer-Technik Elbe GmbH

### A. Validity

The following provisions govern the contractual relationships, including the future ones, between Polymer-Technik Elbe GmbH (hereinafter referred to as PTE) and entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity with whom business relationships are entered and who/which act in the exercise of commercial or self-employed activities (hereinafter referred to as customers). Provisions deviating from these business conditions or statutory regulations, especially the purchasing conditions of a customer, are binding upon us only if they have been confirmed by us in writing. When a customer concludes an agreement, he/she is considered to have agreed to these business conditions.

### B. Conclusion of a contract

1. Our offers are non-binding. An order is considered to be a binding offer. Contracts shall come into force only with our written order confirmation or on shipping the ordered goods to the customer.
2. Compound manufacturing is a batch process. Call orders should be a multiple of this batch weight. Since these are non-stock items, the delivery quantities may vary by up to 10% from the order quantity. If a greater percentage quantity deviation is expected in case of smaller call orders, this is agreed upon with the customer when accepting the order.
3. For call orders, we are entitled to procure the material for the entire order. Any change requests can therefore be considered after granting the order only if the same has been agreed upon explicitly.
4. The properties of service item listed in our offers are only descriptions and identifications and not assured properties and must be considered only as approximate properties. Only the specifications agreed upon after a successfully tested specimen shall be considered a binding commitment for properties. Deviations that are customary in the sector are retained.
5. We reserve the property rights and copyrights for the technical documentation (e.g. drawings, data sheets, specifications and specimens), miscellaneous product descriptions or documents even in the electronic format; these can be made accessible to third parties only after our approval.

### C. Prices and payment conditions

1. Out prices are exclusive of packaging, freight, postage and insurance costs as well as the prevailing statutory VAT.
2. Unless otherwise agreed upon, all invoices shall be payable within 30 days from the date of invoice without any deduction. The customer shall be considered to be in default after the expiry of the payment period. An interest of 2% over the prevailing statutory interest rate shall be charged on the purchase price during the default period, with the reservation of other rights.
3. PTE reserves the right to increase or decrease prices for deliveries more than 2 months after the conclusion of the contract, based on the cost changes caused due to material, production, personnel, transport and storage costs or due to any newly introduced or revised taxes.
4. The customer is entitled to the rights of offsetting and retention only if counter-claims are legally valid, undisputed and accepted by PTE.
5. If partial payment is agreed upon, the entire remaining amount is payable immediately as soon as the customer fails to pay 2 instalments completely or partially.
6. If our payment claim is affected due to the lack of ability of the customer to pay (e.g. adjudication in bankruptcy), we are entitled to withdraw from the contract in accordance with statutory regulations for refusal to fulfil an obligation after fixing a time limit. Statutory claims going beyond this shall remain unaffected.

### D. Delivery conditions

1. Delivery deadlines and dates are binding only if we confirm them in writing or if there is no written cancellation within 5 days of receiving the order. The adherence to the delivery deadline shall be subject to receiving correct and punctual delivery to us.
2. The adherence to agreed deadlines for the delivery depends on the final clarification of all commercial and technical queries as well as the legitimate receipt of all documents, approvals and consents to be provided by the customer as well as other essential documents.
3. Transportation disruptions or unavoidable operational faults caused due to legal industrial actions, orders from higher authorities and all other cases of force majeure (even at our suppliers' end) shall exempt us from the delivery liability for the duration of the disruption and to the extent of the consequences of such disruption and shall extend the effective agreed upon delivery deadlines appropriately.
4. The delivery shall be ex-works (place of fulfilment) as per the agreement with the customer and with the mode of shipping that is most favourable to us. The customer shall bear the additional costs for the accelerated mode of shipping. We charge packaging costs at cost price.
5. Partial deliveries are acceptable, provided this is convenient for the customer.
6. If the customer does not accept the called quantity or does not accept it completely on the agreed delivery date and is therefore in arrears as regards the acceptance (§ 286 BGB), PTE can assert a claim for the lump-sum reimbursement of costs (costs for preliminary, intermediate and subsequent storage based on transport-dependent planned storages) to the extent of 1.0% of the purchase price of quantity that is accepted with a delay from the 5th day for every additional day of delay. If the delivered products are not accepted (DAP in accordance with Incoterms 2010), all actually incurred transport and storage costs shall be additionally invoiced. Since these are ordered products with a predefined service life, costs may increase up to 100% of the purchase price excluding costs incurred for extraordinary expenses. The customer has the right to prove that the extent of damage is lower. The right to assert claims for the additional damage in accordance with statutory regulations remains unaffected. If the customer delays acceptance due to reasons beyond his control, PTE can ask for only for the reimbursement of proven additional costs incurred due to the delay instead of lump-sum damage compensation.

### E. Transfer of risk

1. The risk is transferred to the customer when the delivery object is sent from the factory and even when the partial deliveries are made or we have rendered additional services and borne costs for them, e.g. shipping costs or delivery.
2. If the shipment is delayed or if it does not take place as a result of circumstances for which we are not responsible, the risk is transferred to the customer from the date of notification of the shipment's readiness. If the customer desires and ready to bear the costs, deliveries are insured against common transport risks.

### F. Reservation of title

1. We reserve the right of the ownership of products (hereinafter referred to as "the goods subject to reservation of title") until we are entitled for receivables of any kind from existing or future business relationship with the customer. In the case of ongoing invoice, this reservation of title also helps in securing our balance claim.
2. If the customer's behaviour is contrary to the contract, especially delay in payment, we are entitled to take back the goods subject to reservation of title even without exerting using the withdrawal right and without specifying any time limit; the customer shall be under obligation to return the goods in such a case. The assertion of the reservation of title and the seizure of the delivery object by us shall not be considered as a withdrawal from the contract.
3. The customer can resell the goods subject to reservation of title in the proper course of business. The course of business is not considered to be proper if the goods subject to reservation of title are not re-sold

under the reservation of title. The authorisation becomes invalid as soon as the customer delays payment or his creditworthiness reduces drastically. The customer must transfer all receivables from the reselling of the goods subject to reservation of title to us. We shall accept such a transfer.

4. If the customer combines, mixes, adds or processes the goods subject to reservation of title with other goods or remodels them with other goods, we shall be entitled as a co-owner for the new product in the ratio of the value of the goods subject to reservation of title with other goods. Incidentally, the product shall be considered as the goods subject to reservation of title.
5. Ceding or transferring the goods subject to reservation of title as securities or pledging them or transferring the receivables are not permissible. The customer must inform us immediately in writing as regards seizures, confiscations or miscellaneous disposals or encroachments by third parties.
6. The customer must protect the goods subject to reservation of title for us. These must be protected against common risks such as fire, burglary, theft and transport as well as damage due to tap water. The customer must cede us the rights for claims against the insurer and third parties resulting due to damage equal to the invoice amount of the goods subject to reservation of title. We shall also accept this transfer.
7. We are under obligation to release the securities, for which we are entitled, at the request of the customer or a third party affected by the excessive security if the realisable value of our securities exceeds the claims to be secured by more than 15%. We shall be obligated to choose the securities to be released.

#### G. Warranty, liability for material defects

1. A written complaint against recognisable defects, incorrect and short deliveries must be sent immediately, however at the most within 3 working days of receiving the goods. In the case of justified and timely complaints, we are under obligation for a supplementary fulfilment either by rectifying the defect or delivering fault-free goods as per our choice. If the supplementary fulfilment fails or if we reject unjustified supplementary fulfilment, the customer can optionally demand for lowering the remuneration or cancellation of the contract.
2. Defects in the object of delivery must be proven. The agreed properties of the mixture are applicable for the shelf life criteria of the delivery object (see the date of the next inspection on the pallet note).
3. A prerequisite for the buyer's claims for defect is that the buyer has fulfilled his statutory inspection and defect notification obligations. For carrying out all improvements/replacement deliveries that are essential as per our point of view, the customer must allow us desired time and chance after agreeing upon with us and especially hand over the goods from this purpose. Otherwise, we shall not be liable for the consequences resulting from it. The customer is entitled to rectify the defect on his own or appoint a third party to do only in case of imminent risks to operational safety and to avoid excessively high damage, whereby he must inform us immediately, and demand for the compensation for essential expenses.
4. Customer's claims for indemnification against us shall be admissible only inasmuch as no agreement extending the legal scope of indemnification has been made between Customer and the original equipment manufacturer. Paragraph I shall be applicable for the extent of damage compensation claims and the claims for the reimbursement of futile expenses related to indemnification.
5. We shall not be liable for damage caused due to unintended use or miscellaneous interventions of the customer or third parties. These include unsuitable operating resources, avoidable chemical, electrochemical or electrical influences, etc. This is not applicable if the customer proves that these were not responsible for the damage.

#### H. Protection rights

We shall be liable for the claims resulting from a possible violation of protection rights of third parties only if the same has already been contractually agreed upon between the customer and us.

#### I. Compensation for damage, reimbursement of futile expenses

1. Customer's damage compensation claims based on any legal ground as well as claims for the reimbursement of futile expenses shall not be entertained. This liability exclusion is not applicable for gross negligence or intentional violation leading to risk to the life, body or health of people or in the case of gross negligence or deliberate violation of other legally protected rights.
2. The damage compensation claim for the violation of important contractual obligations is restricted to contract-specific, foreseeable damage provided there is no intent or gross negligence or there is no liability owing to the violation leading to risk to the life, body or health of people. A change in the burden of proof to the disadvantage of the customer is not associated with the aforementioned regulations.
3. The liability for the durability is adopted only for transport and storage in accordance with DIN 7716.

#### J. Limitation period

All claims of the customer subject to a limitation period of 12 months after delivery. Statutory limits are applicable in the cases of gross negligence or intentional behaviour or in the case of claims as per the Product Liability Law or in case of violations leading to risk to the life, body or health of people. They are also applicable for delivery objects that have been used for a building in accordance with their customary usage and caused defects in it.

#### K. Severability clause, applicable law and place of jurisdiction

4. Even if parts of these business conditions are invalid or contradict the prevailing law, the remaining clauses are not affected by it. The parties are under obligation to replace the invalid provision with another that comes closest to the desired economic effects of the provision that is being replaced. The same is applicable for plugging the contractual loopholes.
5. The German Law shall be applicable with the exclusion of the UN convention on contract for the international sale of goods and the Private International Law. Our registered office shall be the place of fulfilment unless otherwise specified in the order confirmation.
6. Our registered office shall remain the sole place of jurisdiction for all direct or indirect disputes arising from this contractual relationship; however, we are entitled to file a suit in the general court of jurisdiction of the customer.
7. The conclusion of the contract as well as the collateral agreements and subsequent changes, if any, must be in writing. This shall also be applicable for the waiver of the written form requirement.