

General Terms and Conditions of Sale and Delivery RKW Group

1. Scope

1.1 Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery ("GTC"). Our GTC are an integral part of all contracts that we conclude with our contractual partners ("Customer") regarding our deliveries or services. The GTC shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed in advance.

1.2 The GTC apply in their current version. We will timely inform the Customer of any changes to the GTC. Such changes also become effective in current contractual relationships if the Customer does not object within 14 working days after being informed. The current version is available at <http://www.rkw-group.com>.

1.3 Orders shall only be accepted and executed on the following terms and conditions, unless otherwise agreed. Any terms and conditions of the Customer deviating from these shall only become binding if they have been confirmed by us in writing. The same applies to declarations and promises made by our sales offices and representatives. With the exception of our managing directors or authorised signatories (procurators), our employees are not entitled to make verbal agreements deviating from these.

1.4 Insofar as any supplementary conditions of our individual plants or special departments deviate from these GTC, the supplementary conditions shall apply.

2. Conclusion and content of the contract

2.1 All parts of our offers are subject to change. A contract is concluded if the Customer accepts our offer within an acceptance period expressly set by us, if we accept an offer of the contractual partner expressly or in writing, or if we start to provide the deliveries or services requested by the Customer.

2.2 The Customer's offers shall specify the details of the respective contract, in particular the type and scope of our services, remuneration and cost specifications. If the Customer does not determine these details, we may determine them ourselves at our reasonable discretion.

2.3 We reserve the right to make customary deviations in pattern, colour, texture, weight, etc. In the case of custom-made products according to the customer's wishes, complaints regarding the colour shade cannot be considered. In case of made-to-order products, ordered quantities may be exceeded or fallen short of by up to 10%.

2.4 As a matter of principle, only the manufacturer's product description defines the condition of the goods.

2.5 The assumption of guarantees in the legal sense by us shall only take place if we expressly agree to this in writing. Manufacturer's guarantees remain unaffected by this.

3. Prices

3.1 The prices apply to the scope of services and deliveries specified in the written contracts. Unless otherwise specified therein, the prices are in EURO and ex works (EXW). All costs for delivery and shipment shall be borne by the Customer, in particular costs for packaging, transport, loading and unloading and transport insurance as well as customs duties, fees and other public charges for deliveries abroad. Additional or special services will be charged separately.

3.2 The prices are net plus the respective statutory value added tax. If a delivery is generally exempt from value added tax, e.g. because it is made abroad, the Customer must provide us with the necessary evidence without any delay. Otherwise, we shall be entitled to invoice the Customer for the respective value added tax.

3.3 Agreed prices are only those that have been confirmed by us. The prices are calculated on the basis of the raw material and labour costs as well as other costs applicable at the time of confirmation. In case of call orders, successive delivery contracts and such with a delivery period of more than three months, we shall be entitled to demand an appropriate price adjustment from the Customer or to withdraw from the contract free of charge if the contract has not yet been fulfilled. An appropriate price adjustment is one that takes into account the cost increase actually incurred from the time of confirmation. Cost increases which were calculatively foreseeable at the time of confirmation or which are based on circumstances for which we are responsible shall not be taken into account.

3.4 Bills of exchange shall only be accepted on account of payment on the basis of an express agreement. The costs of discounting and collection shall be borne by the Customer. Credit notes for bills of exchange and cheques are subject to encashment.

4. Payment

4.1 Unless otherwise agreed, payment of the invoice must be made net without deduction within 30 days of receipt of the invoice. After the expiry of 30 days or after the expiry of any other agreed payment period, the Customer shall be in default of payment.

4.2 The statutory rules concerning the consequences of default in payment shall apply. We shall offset all payments first against the costs, then against the interest and then against the oldest claim. Any instructions of the Customer to the contrary shall not be binding on us.

5. Security deposit

5.1 We shall be entitled to perform or render outstanding deliveries or services only against advance payment or the provision of security if the Customer defaults on payment for this or any other delivery or service or if, after the conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the Customer's creditworthiness (whether due to the Customer's fault or not) and as a result of which the payment of the Customer's outstanding claims is jeopardised.

5.2 If the Customer is not willing or able to do so, we may withdraw from the contract without being obliged to pay damages. On the other hand, we may demand reimbursement of our expenses.

6. Assignment and set-off

The assignment of claims of the Customer resulting from the contracts concluded with us is excluded. The Customer may only offset such counterclaims that are undisputed or have been legally established. Furthermore, the Customer may set off its claim for damages due to defective performance or non-performance, provided that it is based on the same contractual relationship. The Customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

7. Delivery and delivery time

7.1 Dates for deliveries and services and deadlines promised by us are non-binding unless a fixed deadline or a fixed date has been bindingly agreed in the written contract.

7.2 Delivery periods are calculated from the day of order confirmation until dispatch ex works. If the dispatch is delayed due to circumstances for which the Customer is responsible, the day of readiness for dispatch at our premises shall be deemed to be the day of dispatch.

7.3 If we are in default with a delivery or service, the Customer's rights shall be governed by law. However, the damage caused by delay shall be limited to an amount of 0.5% for each full week of delay and in total to 5% of the respective agreed price for the delivery or service.

7.4 We are entitled to make partial deliveries insofar as these are customary in the trade or if (i) the partial delivery is usable for the Customer within the scope of the contractual purpose, (ii) the delivery of the remaining ordered goods is ensured and (iii) the Customer does not incur any significant additional expenses or costs as a result (unless we agree to bear these costs).

7.5 We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, breakdown of machinery, etc., difficulties in the procurement of materials or energy, transport delays, strikes, lawful lock-outs, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the non-delivery, incorrect delivery or late delivery by suppliers) for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery periods shall be extended or the delivery dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Customer cannot reasonably be expected to accept the delivery as a result of the delay, the Customer may withdraw from the contract by means of an immediate written declaration.

7.6 In the cases mentioned under 7.5 we are not obliged to pay damages to the Customer.

7.7 Compliance with binding delivery dates and deadlines is subject to the timely receipt of all information and documents to be provided by the Customer, the availability of all necessary approvals, releases, in particular of plans, as well as compliance with the agreed terms of payment and other obligations by the Customer. Delivery dates and delivery periods shall be extended accordingly if the Customer fails to comply with these contractual obligations towards us.

7.8 Our goods are shipped ex works at the risk of the recipient, even if our own transport personnel or means of transport are used. In the event that our own transport personnel are used, we shall be liable for the fault of the transport personnel.

7.9 The Customer is obliged to accept our contractual deliveries without any delay. If the Customer is in default of acceptance, we may demand compensation for the damage incurred. For our storage costs, 0.5% of the respective agreed price of the delivery items to be stored shall be charged for each full week of default in acceptance. We reserve the right to claim further damages and to prove further or lower storage costs as well as to withdraw from the contract if the legal requirements are met.

8. Warranty

8.1 The Customer's rights under warranty for defects shall be governed by the statutory provisions, subject to the limitations set forth in the following provisions.

8.2 The warranty period shall be one year and, in the case of deliveries of buildings and items which are used for buildings in accordance with their customary manner of use, five years, in each case from the statutory commencement of the limitation period. This shall not apply in the case of intent or fraudulent concealment of a defect or insofar as we have assumed a (quality) guarantee. Furthermore, the above shortening of the limitation period shall not apply to claims for damages.

8.3 If the Customer is entitled to subsequent performance in accordance with the statutory provisions, we shall be entitled to choose between rectification of the defect and new delivery.

8.4 If the purchase constitutes a commercial transaction for both parties, the following provisions shall apply:

8.4.1 The customer must inspect the goods immediately after delivery by us and, if a defect becomes apparent (obvious defect), notify us without undue delay. In any case, such notification shall be deemed no longer to have been made without undue delay if one week has passed since delivery. If the customer fails to make such notification, the goods shall be deemed to have been approved, unless the defect was not recognisable during the inspection (hidden defect). If a hidden defect is discovered later, the notification

must be made without undue delay after discovery; otherwise the goods shall be deemed to have been approved also in view of this defect (section 377 German Commercial Code).

8.4.2 In addition, the customer must report obvious defects within a period of one week from delivery of the goods, even without inspection. Otherwise, the assertion of warranty claims is also excluded.

8.4.3 Timely dispatch of the notification is sufficient to meet the deadline. The notification must be made in writing. The effect of approval in accordance with the above paragraphs shall not apply in respect of defects which have been fraudulently concealed by us.

8.4.4 If the Customer has the finished goods stored by us, the above periods shall run from the time when we grant the Customer the opportunity to inspect the stored goods. We shall grant the Customer this opportunity from the receipt of the invoice issued by us.

8.4.5 Defects which can be detected by tear, sewing, welding or dyeing tests are not considered to be hidden.

8.5 Returns may only be made with our consent.

8.6 If the Customer withdraws from the contract or claims damages instead of the entire performance, the goods shall remain with the Customer if this is appropriate for the Customer. In all other respects, the liability provisions of Section 9 below shall apply to claims for damages due to defects.

9. Liability

9.1 Our liability shall be governed by the statutory provisions, whereby liability for fault - irrespective of the legal grounds - shall be subject to the limitations set out in the following provisions.

9.2 We shall only be liable for damages if we have caused such damages intentionally or by gross negligence or if we have negligently breached a material contractual obligation ("cardinal obligation"). In the event of a breach of material contractual obligations, we shall always be liable only for the foreseeable damage typical of the contract at the time of conclusion of the contract. Liability for damages caused by the breach of non-material contractual obligations due to simple negligence is excluded. The exclusion of liability and the limitation of liability shall not apply to claims for damages arising from delay in performance (damage caused by delay) and from warranty, insofar as we have fraudulently concealed a defect or have - assumed a (quality-) guarantee. Furthermore, the exclusion and limitation of liability shall not apply to damage to life, body or health or in other cases of mandatory unlimited liability.

9.3 "Material contractual obligations" in the aforementioned sense are obligations that protect the Customer's legal positions material to the contract, which the contract is intended to grant to the Customer according to its content and purpose; furthermore, material contractual obligations are obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer has regularly relied and may rely.

9.4 The above liability provisions shall also apply in the event of breaches of duty by or in favour of persons for whose fault we are responsible in accordance with statutory provisions.

10. Rights of third parties

The Customer shall be liable for ensuring that the use of the documents and information provided by the Customer does not infringe any third-party rights and shall indemnify us against any such claims. Insofar as we provide technical advice or assistance for the application of our products, this is provided on the basis of our latest technical experience as a matter of courtesy. Warranty or compensation claims of any kind cannot be derived from this.

11. Retention of title

11.1 We retain title to the goods until all current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been settled in full.

11.2 The Customer is obliged to treat the goods with care. The goods subject to retention of title shall not be pledged or assigned as security before the secured claims have been satisfied in full.

11.3 The Customer is obliged to inform us immediately of any access by third parties to the goods, for example in the event of seizure, as well as any damage to or destruction of the goods. The Customer must notify us immediately of any change of ownership of the goods and of its own change of residence.

11.4 We shall be entitled to withdraw from the contract in accordance with the statutory provisions in the event of breach of contract by the Customer, in particular in the event of default in payment, and to demand return of the goods on the basis of the retention of title and the withdrawal. After taking back the purchased goods, we shall be entitled to realise them. The proceeds of the realisation shall be credited against the Customer's liabilities - less the realisation costs incurred and necessary.

11.5 Until revoked, the Customer is entitled to resell and/or process the goods in the ordinary course of business.

11.6 The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain, we shall acquire co-ownership in proportion to the final invoice amounts of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

11.7 The Customer hereby assigns to us by way of security all claims against third parties arising from the sale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We accept the assignment.

11.8 The Customer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Customer meets its payment obligations towards us, there is no deficiency in its ability to pay within the meaning of section 321 BGB (German Civil Code) and we have not withdrawn from the purchase contract. If this is the case, however, we may demand that the Customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the Customer's authority to further sell and process the goods subject to retention of title.

11.9 If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Customer's request.

12. Place of performance, place of jurisdiction, applicable law

12.1 The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Mannheim if the Customer is a merchant or a legal entity under public law or if the customer has no general place of jurisdiction in the Federal Republic of Germany. However, we are also entitled to bring an action at the Customer's place of business.

12.2 German substantive law shall apply to the contractual relationships. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13. Severability

Should individual provisions of the contract with the Customer, including these General Terms and Conditions of Sale and Delivery, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

14. Code of conduct

Our economic activity complies with GKV's Code of Conduct, which can be viewed on the Internet at <https://rkw-group.com/code-of-conduct/>. The Customer undertakes to make its economic activity likewise subject to this Code of Conduct. If the Customer has a comparable code of conduct in place at its company, the Customer and RKW acknowledge the two codes as being of equal value, and waive submitting by way of a contractual agreement to the code of conduct of the respective other party.