

GTC

GENERAL CONDITIONS OF SUPPLY OF FELASTO PUR GMBH FOR B2B-TRANSACTIONS

01/2025

I. APPLICATION

The following General Conditions of Supply shall apply exclusively to all deliveries of goods or products or all performances of services unless differing or contrary conditions are agreed with our contracting partner (Customer) by individual agreement. Differing or conflicting terms of the Customer shall not apply except if expressly approved by us in writing. The acceptance of our deliveries or services shall be deemed as acceptance of these General Conditions of Supply.

II. OFFER, ACCEPTANCE

Our offers are not binding unless expressly agreed to the contrary. Any exhibits to or references in our offers such as prospects, samples, indications of quantity of dimensions or of weight are only proximate standards unless they are expressly confirmed as binding. We shall be entitled to change the technical construction and the chemical composition of our goods and/or products giving due consideration to the interests of the Customer.

We shall be entitled to accept any offer in an appropriate period of time of not less than 2 weeks.

III. PRICES

Prices are exclusive of VAT. Their calculation shall be based on weights, dimensions, numbers and quantity determined by us unless the Customer objects immediately after taking notice of them. Prices shall be "ex works" exclusive of packaging and other ancillary costs. In case the price depends on weight, the final price shall be determined in accordance with the weight of the proof sample approved by the Customer.

IV. DELIVERY

Any substantial operational disturbances, any violation of delivery deadlines or any disruption of supply from our subcontractors, any shortage of raw materials, of energy or workforce, any strikes, any lockouts, any difficulties in securing transportation, any disruptions of traffic, any governmental orders or any other cases of force majeure, which are unforeseeable for

us and not attributable to our fault and which affect us or our sub-contractors, shall extend the time for delivery and/or performance by the duration of this hindrance to the extent it is of relevance for the delivery of the goods and/or products. We shall notify the Customer of the occurrence and the end of such hindrances without delay.

We have the right to perform partial deliveries that are reasonable for the Customer. As a rule, deliveries shall be made in standard packages.

If we have outstanding payment claims from previous deliveries at the envisaged time of delivery vis-à-vis the Customer, we shall be entitled to withhold the delivery of ordered goods until such claims will be settled.

In case materials for the production of goods and/or products are to be supplied by the Customer they shall be delivered with an appropriate addition of not less than 5 % to the agreed quantity in a timely manner and a flawless condition. Should that not be the case our delivery schedule shall extend adequately. We reserve the right to take recourse against our Customer for any damages or extra costs resulting from any delayed or defective supplies.

We are prepared to accept subsequent orders with appropriate delivery deadlines as long as we are in the lawful possession of the Customer's forms or shall be obliged to keep the Customer's own customized forms, respectively. This shall not prejudice any prices of our products or services.

In the event of call orders without agreed schedules, production lot sizes and/or purchase dates, we shall be entitled to request a binding confirmation of schedules, production lot sizes and/or purchase dates any time after the confirmation of the order. Should the Customer not comply with this request within three weeks, we shall be entitled to determine a two-week extension period, to rescind the order and/or damages in case the extension period expires without success.

V. SHIPPING, TRANSFER OF RISK, PACKAGING

Save for any agreement to the contrary, we shall determine the route and mode of shipping at our own discretion, however, giving due consideration to the Customer's interests and wishes.

The risk of accidental loss or accidental damage to the goods and/or products shall pass with their delivery to the person entrusted with their transport or, in the event the goods and/or products are to be collected by the Customer, it shall pass to the Customer with the notification of availability for collection. This also applies to cases of freight prepaid delivery.

Goods and/or products that are subject of complaints shall only be returned to us with our specific consent.

Rental packaging shall be returned immediately by the Customer at its own expense. Until the components of rental packaging are returned, any Customers shall be liable for any loss and damages to them which are attributable to its fault. Rental packaging must not be used for irrelevant purposes or for the covering of other goods or products. The Rental packaging shall only be used for the transport of the delivered goods or products. Labelling shall not be removed.

VI. PAYMENT

All payments shall be made in EUR exclusively to us. Invoices are payable within 30 days after date of invoice without any deductions. Bills of exchange shall only be accepted if specifically agreed and only in lieu of payment deducting any costs for collection and discount charges.

Any retention or any setoffs with claims that are disputed by us shall be excluded unless such claims and receivables shall be confirmed by a final court order.

Non-compliance with agreed terms of payment or the occurrence of other circumstances, which point towards a substantial deterioration of the Customer's financial situation, result in the immediate maturity of (all of) our receivables, which are based on the same legal relationship for payment.

VII. FORMS

In the event specific forms are manufactured for the production of goods and/or products, the following shall apply:

Unless otherwise agreed, forms shall be manufactured at the Customer's expense. The price for forms shall include the sampling costs but shall exclude the costs for control and processing devices as well as the costs for changes requested by the Customer after the Customer placed its order. Unless otherwise agreed, 50 % of the purchase price for forms shall be paid upon order confirmation and another 50 % within 14 days after presentation of the agreed models, in each case without any deduction. In the event of subsequent modifications at the request of the Customer all costs incurred until then shall be reimbursed upon confirmation of change orders if and to the extent they exceed any deposit made.

Unless otherwise agreed, we do and shall retain title to the Customer's manufactured forms, regardless of whether they are manufactured by us or another contractor.

The forms shall only be used for the Customer's orders, if and as long as the Customer complies with its payment and purchase obligations.

We shall keep forms manufactured for the Customer for a period of up to two years from the date of the last delivery of products from the form in question.

If it is agreed that the Customer shall become owner of forms, such title shall transfer to the Customer upon payment of the purchase price for the forms. In this case, the transfer of the possession of the forms shall be replaced by our keeping the forms for the Customer. Regardless of the Customer's claims for surrender of the forms and regardless of the lifespan of the forms, we shall be entitled to the exclusive possession until the purchase of a minimum number of units and/or until the expiry of an agreed manufacturing period. We shall designate the forms as third-party property and, upon request, insure them at the Customer's expense.

In the event forms are owned by the Customer or lent to us by the Customer, our liability with regard to storage and care is limited to the care of a diligent business person. The conditions spelt out in paragraph VIII. shall apply to our liability with regard to any breach of duty.

The Customer shall bear any costs for maintenance and insurance of the forms. Our obligations with

regard to the stored forms expire in case the Customer does not pick up the forms after completion of the order and our request to do so.

VIII. COMPLAINTS, WARRANTY CLAIMS, LIABILITY

Complaints with regard to quality or quantity must be lodged with us immediately, in any event not later than 14 days after receipt of the goods and/or products in question indicating the invoice number as well as shipping number and the product concerned. Hidden defects must be notified to us in writing not later than 7 days after their discovery.

The Customer has to verify – if necessary by a trial processing – whether the delivered goods are suitable for the intended use.

In case of timely and justified complaints, we shall provide supplementary performance within a reasonable period of time. If supplementary performance fails twice, becomes impossible, is unjustifiably rejected or unreasonable for the Customer, then the Customer (in its discretion) shall be entitled to reduce the purchase price or to rescind the order.

Any claims for damages and reimbursement of expenses of the Customer (damages), regardless of their legal basis, particularly owing to breach of contractual duties or tort, are excluded. However, any breaches of fundamental contractual obligations, of mandatory liability in accordance with the Product Liability Act, any injury to life, body or health as well any case of willful or gross negligence shall not be affected by the aforementioned exclusions. For any breach of fundamental contractual obligations, our liability shall be limited to the typical foreseeable damage, unless one of the aforementioned mandatory exclusions from any limitations of liability applies. Any liability for consequential damages shall be excluded unless the duty, which has been breached, is in place to specifically protect from the consequential damages in question. No shifting of the burden of proof to the disadvantage of the Customer shall be effected by the above provisions.

The aforementioned exclusions of liability shall also apply to the personal liability of our employees, the members of our corporate bodies (e. g. managing directors) and our agents.

Entitlements based on guarantees pursuant to § 443 German Civil Code shall remain unaffected by the aforementioned provisions.

Warranty claims with regard to delivered goods and/or products shall be time-barred after one year, with the exception of claims that are based on maliciously concealed defects.

Natural Deterioration and Damage by Force are excluded from the warranty.

IX. TECHNICAL ADVICE

In the event we are involved in the development of goods and/or services at the request of the Customer, the following shall apply:

We provide technical advice to the best of our knowledge and only in a supporting capacity. All specifications and information regarding technical fitness and usage of the goods or services do not relieve the Customer from conducting test runs of its own to examine the goods' and products' fitness for the intended purpose.

Furthermore, the Customer must consider any specifications from the safety data sheet for the correct handling and for the range of usage of the delivered goods.

In case the Customer wants to use the goods for any other than the agreed purposes, this shall not take place until extensive testing by Customer has been conducted and all corresponding permits or certificates shall be obtained from the relevant authorities.

X. RETENTION OF TITLE

We retain title to the delivered goods and/or products until the Customer has paid its liabilities from present and future business transactions with us.

With regard to the processing of the delivered goods and/or products by the Customer, we shall be considered the manufacturer and acquire ownership of the (newly) originating goods. In case the processing involves the use of other materials, we shall acquire co-ownership at the ratio of the invoice value of the delivered goods or products to the value of the other materials and the value of the processing. If a Customer's item used for the mingling or mixing of the delivered goods or products is considered the essential item, then we shall gain co-ownership to that item at a ratio of the invoice value of the delivered goods or products to the invoice value or (if in the absence thereof) the market value of the essential item. In this

case the Customer shall be considered our depository.

The Customer shall carefully store, label as our property and insure the retained goods against theft and damage at its own expense. The Customer herewith assigns any corresponding claims out of or in connection with any insurance contract to us.

The Customer has the right to dispose of the goods, which we own, in the ordinary course of business as long as it fulfils its obligations from the contractual relationship with us on time.

The Customer herewith assigns all claims from the sale of goods, which we own, as a security, up to the amount corresponding to our respective ownership interest in the goods sold. If the Customer mingles or mixes the delivered goods or products with a third party's essential item against payment, then the Customer assigns its compensation rights up to the amount of the invoice value of the delivered goods and products to us as a security.

Upon request, the Customer shall inform its customers about the assignment and to give any information as well as hand out the documents necessary to assert its rights against its own customers.

In the event the Customer is in default with any payments, we shall be entitled to demand the surrender of the goods the Customer holds title to, even without exercising our right to rescind and without granting any extension.

In case the value of the securities, which we hold, exceeds the secured payment claims by more than 20 %, we shall be obliged to release securities (at our discretion) upon request by the Customer.

In the event the Customer's performance is delayed or if any other breach of legal or contractual obligations occurs, we shall be entitled to rescind the agreement even in the absence of a without any prior deadline for the outstanding performance of the service to the Customer.

XI. INTELLECTUAL PROPERTY RIGHTS

The Customer shall be liable for any infringement of third party rights by its specifications, samples, designs, construction drawings or drafts for ordered goods and services and shall hold us free and harmless and indemnify us from any corresponding claims of third parties and shall compensate any damages caused thereby.

XII. PLACE OF PERFORMANCE AND JURISDICTION

Place of performance for each delivery shall be our respective shipping point, for payments this shall be our domicile.

At our discretion, the place of jurisdiction shall be our domicile or the place of general jurisdiction of the Customer. This also applies for any court proceedings solely based on deeds, bills of exchange and cheques.

The contractual relationship and all resulting legal relationships are subject to substantive German law. The application of the United Nations Convention on Contracts of the International Sale of Goods (CISG) is excluded.

XIII. SEVERABILITY CLAUSE

Other regulations and the contract shall remain unaffected by the invalidity or the impracticability of one or various clauses. The Customer and we are obliged to replace invalid clauses with legally valid regulations, which shall commercially correspond to the invalid or impracticable clauses.

FELASTO PUR GmbH

Wilhelm-Giese-Straße 5
27616 Beverstedt
Phone: +49 4747/94940
kontakt@felasto-pur.de
www.felasto-pur.de

Local court of Tostedt · HRB 211194
VAT Number: DE370157411
General Manager: Ali Jakob Döpke

