

Tecalan GmbH

General Delivery Terms and Conditions (GTCD)

Issue: 01.11.2021

§ 1 Applicability – Scope of Conditions

All our deliveries, services and quotations are based solely on these General Terms and Conditions of Delivery (GTCD). These are integral to all contracts that we enter into with our contract partners (further known as “Client”) for the deliveries or services offered by us. They shall also apply to all future deliveries, services or offers made to the Client, even if they are not separately agreed upon again.

(2) Business terms and conditions of the Client or third parties shall not apply, even if we do not object separately to their validity in individual cases. Also, should we make reference to a letter that contains or refers to the business conditions of the Client or a third party, or refers to such terms and conditions, this shall not be deemed to be in agreement with the validity of those terms and conditions.

(3) These GTCD shall only apply to contractors, legal entities under public law or special assets under public law according to the meaning of Section 310 (1) of the German Civil Code (BGB).

(4) Individual agreements are always possible and have priority over these Terms and Conditions of Delivery.

(5) References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, statutory provisions shall therefore apply, unless they are directly amended in or expressly excluded from these GTCD.

§ 2 Offer and completion of contract

(1) All of our offers are subject to change and non-binding, unless they are explicitly marked as binding or contain a specific acceptance period. Orders or commissions by the Client shall be deemed to be binding contractual offers. We shall be entitled to accept these contractual offers within 14 days of receipt.

(2) Our information on the object of the delivery or service (e.g., weights, dimensions, utility values, tolerances and technical data) as well as our representations thereof (e.g., drawings and illustrations) shall be considered only approximate, unless application for the contractually intended purpose requires exact conformity. They are not guaranteed qualities, but are rather descriptions or identifications for delivery or service. Deviations customary in the trade and deviations which occur due to legal regulations or represent technical improvements, as well as the replacement of

components by equivalent parts are permissible, provided that they do not impair usability for the contractually intended purpose.

(3) We retain ownership and copyrights to all offers and cost estimates submitted by us, as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids provided to the Client. Before disclosure of these to third parties, the Client must obtain our express written consent.

§ 3 Prices and payment

(1) The prices shall apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be charged separately. Prices are quoted in EUR ex works plus packaging, statutory value added tax, customs duties for export deliveries as well as fees and other public charges.

(2) The minimum order value per invoice is € 80.00 / net.

(3) Insofar as the agreed prices are based on our list prices and the delivery is to be made more than four months after conclusion of the contract, our list prices valid at the time of delivery shall apply (in each case minus an agreed percentage or fixed discount). In the case of blanket orders, call orders and still open order quantities, we reserve the right to make adjustment to prices for materials and energy costs which have risen unforeseeably since the signing of contract, with a notice period of four weeks.

(4) Invoiced amounts shall be due and payable within thirty days from the date of the invoice and delivery or acceptance of the goods, provided that the invoice has been issued, unless otherwise agreed in writing. The date of payment fulfilled shall be the date of receipt on our business account.

(5) Upon expiration of the aforementioned payment period, the Client shall be in default. The statutory provisions concerning the consequences of default in payment shall apply.

(6) The Client shall only be entitled to rights of set-off or retention insofar as his claim is undisputed or determined in court of law to be legally binding. In the event of defects in the delivery, the counter rights of the Client in particular in accordance with § 6 para. 6 sentence 2 of these General Terms and Conditions of Delivery shall remain unaffected.

(7) We are entitled to perform or render outstanding deliveries or services only against advance payment or provision of security, should circumstances become known to us after entering into the contract which are likely to significantly reduce the creditworthiness of the Client and, as well, the payment of our outstanding receivables by the Client from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardized. In the case of contracts for the manufacture of custom-made goods, we shall be entitled

to withdraw from the contract in accordance with § 321 of the German Civil Code (BGB) immediately without setting a deadline. In all other respects, the statutory provisions shall remain unaffected.

§ 4 Delivery period and delay in delivery

(1) Deadlines and dates for deliveries and services promised by us are always only approximate, unless a fixed period or a fixed date has been expressly promised or agreed to. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Client of this without delay and at the same time inform the Client of the expected new delivery period. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any counter-performance already rendered by the Client without undue delay. A case of non-availability of the service in this sense shall be deemed to be, in particular, the failure of our supplier to deliver on time – or, if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault, or, we are not obliged to procure in the individual case.

(3) The rights of the Client pursuant to § 7 of these GTCD and our statutory rights, in particular in the event of an obligation to perform (e.g., due to impossibility or unreasonableness of the performance or subsequent performance) shall remain unaffected.

§ 5 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

(1) The place of performance for all obligations arising from the contractual relationship shall be our place of business, unless otherwise determined.

(2) We shall be entitled to determine the mode of shipment and packaging ourselves, unless agreed otherwise.

(3) The risk of accidental loss and accidental deterioration of the goods shall pass to the Client at the latest upon the handover of the delivery item (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. If the shipment or the handover is delayed due to a circumstance caused by the Client, the risk shall pass to the Client on the day on which the delivery item is ready for dispatch and we have notified the Client of this. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to an agreed acceptance.

(4) If the Client is in default of acceptance, fails to cooperate, or, if our delivery is delayed for other reasons for which the Client is responsible, we shall be entitled to claim compensation, including any

additional expenses (e.g., storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 1% of the net invoice amount per calendar week, up to a maximum of 7% in total, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch. We reserve the right to further claims or rights. The Client shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

§ 6 Statute of Limitations, Warranty, Material Defects

(1) Notwithstanding § 438 paragraph 1, no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery or, as the case may be, from acceptance; insofar as longer periods are prescribed by law (e.g., § 438 paragraph 1 no. 2 of the German Civil Code (BGB)), these periods shall apply. Claims for damages according to § 7 paragraph 2, clauses 1 and 2 (a) of these GTCD, as well as according to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

(2) For the rights of the Client in the event of material defects and defects of title (including wrong and short delivery, improper assembly or defective assembly instructions) shall be governed by the statutory provisions, in so far as nothing to the contrary is stipulated below. In the event of further processing of defective goods by the Client or another entrepreneur (e.g., by installation in another product), the claims from supplier recourse are excluded.

(3) The basis of our liability for defects is, above all, the agreement reached on the quality of goods. All product descriptions are subject of the individual contract or which have been provided by us (e.g., in the case of individual contract or made public by us – in particular in catalogues or on our Internet homepage) at the time of contract.

(4) As a matter of principle, we shall not be liable for defects of which the Client is aware at the time of the signing of contract or, is grossly negligent (§ 442 of the German Civil Code (BGB)).

Furthermore, the Client's claims for defects shall be subject to the condition that the Client has fulfilled its statutory duties of inspection and notification of defects (§§ 377, 381 of the German Commercial Code (HGB)). In the case of building materials and materials and other goods intended for installation or other further processing, an inspection must, in any case, be carried out immediately before processing. If a defect is discovered during delivery, inspection, or at any later time, we must be notified of this in writing without delay: in any case, obvious defects within five (5) working days from delivery and defects not recognizable during inspection within the same period from the time of discovery. If the Client fails to carry out the proper inspection and/or notification of defects, our liability for the defect, should we have not been notified, not notified in due time or not properly notified in accordance with the statutory provisions, ends.

(5) If the delivered item is defective, we may first choose whether to provide subsequent performance by remedying the defect (rectification), or by delivery of a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

(6) We shall be entitled to make the subsequent performance owed conditional upon the Client paying the due purchase price. The Client shall, however, be entitled to retain a reasonable part of the purchase price in proportion to the defect.

(7) The supplementary performance shall neither include the removal of the defective item nor the re-installation, if we were not originally obliged to install.

(8) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne or reimbursed by us in accordance with the statutory provisions, if a defect is actually present. Otherwise, we shall be entitled to claim from the costs arising from the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defect was not recognizable to the Client.

(9) If subsequent fulfillment has failed, or, if a reasonable period to be set by the Client for subsequent fulfillment has expired unsuccessfully or, in accordance with the statutory provisions, is dispensable, the Client may withdraw from the contract or reduce the purchase price. In the case of insignificant defect, there is no right of withdrawal.

(10) Client claims for damages or reimbursement of expenses for futile remedy efforts are, also in case of defects unless in accordance with § 7 of these GTCD, otherwise excluded.

§ 7 Liability for damages due to fault

(1) Insofar as nothing to the contrary arises from these GTCD, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence. In the case of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g., diligence in own affairs; insignificant breach of duty), only for damages resulting from a) injury to life, body or health; b) the breach of an essential contractual obligation (obligation, the fulfillment of which allows proper performance of the contract at the onset and the observance of which the contractual partner can and may regularly rely). In this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para. 2 shall also apply to third parties as well as in the case of breaches of duty by persons (also in their favor) for which we are responsible in accordance

with the statutory regulations. They shall not apply if a defect has been fraudulently concealed or if a guarantee for the quality of goods and for the claims of the Client according to the Product Liability Act has been made.

(4) The Client may only rescind or terminate the contract due to a breach of duty – excluding defect – for which we are responsible. A free right of termination of contract by the Client (esp. according to §§ 650, 648 of the German Civil Code (BGB)) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 8 Retention of title

(1) We shall retain title to the goods sold until all our present and future claims against the Client, including all current account balance claims, have been settled.

The goods as well as their replacements in accordance with the following provisions and covered by the retention of title shall hereinafter be referred to as "goods subject to retention of title".

(2) The Client must treat the goods subject to retention of title with care. They must insure them at their own expense against fire, water and theft at their replacement value. If maintenance and inspection work become necessary, the Client must carry these out in good time at their own expense.

(3) The Client may resell and/or process the reserved goods in the ordinary course of business until revoked (para. 6) and/or process them in the ordinary course of business. Pledges and transfers of ownership by way of security are not permitted until payment of the secured claims has been rendered. The Client shall notify us in writing without delay if an application for the opening of insolvency proceedings is filed or insofar as access by third parties (e.g., seizure) of the reserved goods follows.

(4) The retention of title shall extend to the products resulting from the processing, mixing or combining of the reserved goods at their full value, whereby we shall be deemed the manufacturer. If, in the event of goods of third parties, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods subject to retention of title.

(5) The Client's claims for payment against their own clients, arising from a resale of the reserved goods or the product, the Client hereby assigns to us by way of security total – or to the amount of our co-ownership – share, pursuant to the preceding paragraph. We accept this assignment. The same shall apply to other claims which take the place of the reserved goods or which otherwise arise

in respect of the goods subject to retention of title, such as insurance claims or claims in tort in the event of loss or destruction.

(6) The Client may collect these claims assigned to us for their own account in their own name on our behalf, as long as we do not revoke this authorization. Our right to collect these claims ourselves shall not be thereby affected; however, we shall not enforce the claims ourselves and shall not revoke the authorization as long as the Client duly fulfills their payment obligations, there is no lack in their ability to pay and we do not exercise the retention of title to paragraph 7. However, if this is the case, we shall be entitled to demand that the Client inform us of the assigned claims and their debtors, provide us with all information necessary for collection, to hand over the relevant documents and to inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Client's authorization to further sale and processing of the reserved goods.

(7) In the event that the Client acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand the return of the goods subject to retention of title. The demand for surrender does not at the same time include the declaration of withdrawal; rather we are entitled to demand only the return of the reserved goods and to reserve the right to withdraw from the contract. If the purchase price due has not been paid, we shall only be entitled to assert these rights if we have first, but unsuccessfully, set a reasonable deadline for payment; or, if such a deadline is not necessary according to the statutory provisions.

is dispensable according to the statutory provisions.

(8) If the Client so requests, we shall be obliged to release the securities to which we are entitled insofar as their realizable value exceeds the value of our outstanding claims against the Client by more than 10%. However, we may select the securities to be released.

§ 9 Final Provisions

(1) If the Client is a merchant, a legal entity under public law or a special fund under public law or if they have no general place of jurisdiction in the Federal Republic of Germany, the exclusive - also international - place of jurisdiction for all possible disputes arising from the business relationship between us and the Client shall be our registered office in Hungen, Germany. However, we shall be entitled to bring action at the place of performance of the delivery obligation, in accordance with these GTCD or a prior individual agreement, or at the general place of jurisdiction of the Client.

(2) The entire legal relationship between us and the Client shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.