GENERAL TERMS AND CONDITIONS

OF SEEBERGER GMBH

1. Scope, protective clause

1.1 The General Terms and Conditions (hereinafter: "TCs") of Seeberger GmbH apply exclusively to business relationships with companies within the meaning of § 14 BGB (German Civil Code), legal entities of public law or special public-law funds. These TCs do not apply to consumers within the meaning of § 13 BGB.

1.2 These TCs apply to all services, especially all contracts concluded with Seeberger, unless the contract arises online via the Seeberger "Shop"; the Seeberger "Webshop TCs" apply in such cases.

1.3 Within the context of ongoing business relationships, these TCs also apply to future services, even if they are no longer explicitly agreed. This does not apply if the contract between the parties explicitly includes a deviation in the contract.

1.4 The Seeberger TCs apply exclusively unless an alternative contractual agreement is explicitly made. Other regulations, particularly suppliers' general terms and conditions of trade, purchasing and delivery, do not constitute part of the contract, even if Seeberger has not expressly contradicted them. The TCs shall also apply if Seeberger carries out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from the TCs. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these TCs. Subject to proof to the contrary, a written contract or Seeberger's written confirmation shall be decisive for the content of such agreements.

2. Offer, conclusion of contract

2.1 All Seeberger prices, especially in catalogues, sales documents or online, are non-binding and subject to change. Prices in the media described in sentence 1 are to be seen as a non-binding invitation for the submission of offers.

2.2 If a customer order is presented as an "offer", Seeberger is entitled to accept this within a period of three weeks. The period begins on receipt of the offer by Seeberger. Seeberger shall inform the customer of the date of receipt on request.

2.3 A contract with the customer arises if the offer is either confirmed by Seeberger in writing or was executed without delay after the order was received. The contract content is determined by our offer confirmation in the event of doubt, insofar as this is not apparent from our delivery note.

2.4 Any details of sizes, weights and services, illustrations and drawings should be understood as approximate, unless they have been identified as binding by Seeberger.

2.5 Representations in documentation, product descriptions or advertising by Seeberger do not constitute any agreement as to quality, representations or warranties. Quality specifications and guarantees must be designated as such and require Seeberger's written confirmation. Without such written confirmation, advertising or other public statements shall likewise not give rise to any obligations on the part of Seeberger.

3. Delivery, delivery periods

3.1 Any delivery periods and deadlines specified by Seeberger are only approximate, unless the periods have been explicitly agreed as binding in the contract.

3.2 Compliance with the delivery period is subject to proper and timely self-delivery, unless Seeberger is culpable for the improper or delayed self-delivery.

3.3 Delivery periods only begin once all execution details have been fully clarified. Seeberger shall adhere to delivery periods, providing customers meet their contractual commitments, especially payment of the agreed sum and timely submission of any required documentation.

3.4 In the event of delays due to force majeure or due to events for which Seeberger is not culpable, and which make delivery extremely difficult for Seeberger or (temporarily) impossible – this includes in particular strikes, lockouts, official instructions, transport disruptions, crop failures, import refusals due to quality regulations or EU regulations etc. – including those that occur for Seeberger's suppliers or sub-suppliers, the agreed period shall be extended to a reasonable extent. If the issue persists for longer than three months, both contractual parties shall have the right to withdraw wholly or partially from the contract. No compensation claims may be asserted in this regard.

3.5 Partial deliveries are permitted to a reasonable extent.

3.6 Seeberger shall strive to adhere to agreed delivery periods. If Seeberger exceeds delivery periods and is culpable in this regard, customers shall allow Seeberger a reasonable period of grace. Once this period has lapsed, the customer may withdraw from the contract. Points 6 and 7 shall apply mutatis mutandis with regard to damages arising from delays and from non-performance.

3.7 If delivery is delayed for reasons for which the customer is culpable, Seeberger is entitled to demand payment of a lump sum for storage fees in the amount of 0.5 % of the invoice amount for each month or part thereof of delay, but no more than 5 % of the invoice amount in total. This does not affect the right to assert claims for higher damages. The burden of proof is on the customer to show that Seeberger has incurred no or much lower damages than the sum demanded.

3.8 If the customer is obligated to pay damages to Seeberger (e.g. after withdrawing from the contract), Seeberger is entitled to demand damages in the amount of 20 % of the order value excluding VAT. This does not affect the right to assert claims for higher damages. The burden

of proof is on the customer to show that Seeberger has incurred no or much lower damages than the sum demanded.

3.9 Seeberger reserves the right – alternatively to point 3.8 – to calculate the damages specifically and to demand the resulting amount.

4. Prices, payment conditions

4.1 Unless otherwise agreed, prices are purely net ex works including shipping, plus the applicable VAT.

4.2 Customers shall pay all duties, taxes or similar charges incurred in the course of making deliveries in the customer's country.

4.3 Customers are not accorded rights of retention and setoff, unless the counterclaim on which the rights are based is legally effective, or recognised by Seeberger.

4.4 Bills of exchange are only accepted on account of payment by special agreement and only where eligible and subject to all bank discount charges, which must always be paid immediately and in cash.

4.5 No claims may be made against Seeberger, unless the parties have explicitly agreed the contrary in writing.

5. Transport, transfer of risk

5.1 The risk of accidental loss or damage transfers to the customer, including where carriage paid delivery is agreed, as soon as Seeberger has dispatched the goods or the customer defaults on acceptance. This also applies to partial deliveries. If shipment is delayed due to circumstances caused by the customer, the risk transfers to the customer when Seeberger provides notification that the goods are ready to ship.

5.2 Deliveries are effected at the risk and expense of the customer, regardless of whether they are sent by Seeberger ex works or from a delivery plant in Germany by a third party commissioned by Seeberger. Customers must report any transport damage before paying the shipping costs and before accepting the goods from the carrier. Customers must report any damage or shortages that were not outwardly apparent on acceptance to the carrier within one week of delivery, unless otherwise agreed. Seeberger must be notified immediately of any transport damage. The customer shall arrange the necessary formalities with the carrier, in particular to make all necessary determinations to safeguard rights of recourse against third parties. Insofar as customary breakage, shrinkage or similar remain within reasonable limits, this cannot be objected to.

6. Defect claims, liability for defects

6.1 Any warranty claims asserted by customers require that they have properly met their inspection and complaint obligations pursuant to § 377 HGB (German Commercial Code). If customers identify a defect, they may not dispose of the goods, i.e. the goods may neither be sold nor processed.

6.2 Details concerning composition, e.g. size, weight and other technical details, are only intended as descriptive and do not constitute a guarantee.

6.3 In the event of defects or errors in details concerning the composition of the delivered goods, Seeberger may choose to resolve the defect (rectification) or to supply a defect-free replacement (subsequent delivery). In the case of rectification, Seeberger may choose to ask that the defective product to be sent to Seeberger for repair or replacement with subsequent return – at Seeberger's expense – or that the customer retain the defective product for repair or replacement to be effected at the customer's premises by Seeberger or by persons commissioned by Seeberger. Customers may request the latter if it is not reasonable for them to send the defective product to Seeberger. The expenses necessary for rectification (especially transport, road, labour and material costs) are born by Seeberger. This does not apply to higher expenses incurred because the goods have been brought to a different location than the customer's residence or commercial premises since delivery, unless such a relocation was in accordance with proper use of the goods.

6.4 With regard to delivery addresses outside Germany, the total costs to be borne by Seeberger for rectification shall not exceed the order value.

6.5 If Seeberger is not willing to undertake rectification or replacement delivery, or is not in a position to do so, or Seeberger does not undertake the necessary activities within reasonable periods, and this is for reasons for which Seeberger is culpable, or this rectification is unreasonable for the customer or fails in some other way, the customer may withdraw from the contract, demand a reduction in the purchase price, compensation or reimbursement of expenses. Compensation claims are limited in accordance with the liability provision under point 7.

6.6 All customer claims against Seeberger arising from and in relation to delivery, especially warranty claims, lapse one year after handover of the goods.

7. Liability

7.1 Unless otherwise provided in these TCs including the following provisions, Seeberger shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

7.2 Seeberger shall be liable for damages – irrespective of the legal grounds – within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence Seeberger shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only (a) for damages resulting from injury to life, body or health

and (b) for damages resulting from the breach of a material contractual obligation (obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, Seeberger's liability shall be limited to compensation for the foreseeable, typically occurring damage.

7.3 The limitations of liability resulting from clause 7.2 shall also apply vis-à-vis third parties as well as in case of breaches of duty by persons (also in their favour) whose fault Seeberger is responsible for according to statutory provisions. They shall not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the customer under the Product Liability Act. 7.4 The provisions of the German Product Liability Act (ProdHaftG) or Seeberger's warranty declarations continue to apply.

8. Retention of title

8.1 All supplied products ("reserved goods") remain the property of Seeberger until full payment of Seeberger's entire – including future – claims arising from the business relationship.

8.2 If customers default on payment, Seeberger is entitled – after a previous reminder – to demand the surrender of the reserved goods without withdrawal.

8.3 Customers are entitled to resell the reserved goods in the normal course of business, providing they are not in default of payment.

8.4 In the event that customers resell reserved goods solely owned by Seeberger, customers shall assign their claims arising from resale to Seeberger by way of security, along with all subsidiary rights without the need for any further declaration. However, claims shall only be assigned up to the amount that corresponds to the price invoiced by Seeberger for the reserved goods. If Seeberger only holds co-ownership in the event of sale, the assigned claim shall only amount to that value proportionate to the share of co-ownership. Customers are entitled to collect the assigned claims until advised otherwise. Providing customers do not default on payments, Seeberger shall not assert its collection authority.

8.5 Customers are not entitled to pledge the reserved goods or offer them as security.

8.6 If the realisable value of the securities exceeds Seeberger's claims by more than 10 %, Seeberger shall release securities of its choice at the request of the customer.

9. Data protection

9.1 Seeberger is entitled to process and store data about the customer received in connection with the business relationship – even if such data originates from third parties – within the meaning of the EU General Data Protection Regulation (DSGVO) and to have such data processed and stored by third parties commissioned by Seeberger.

9.2 For the purposes of credit scoring, credit agencies (e.g. Bürgel, Schufa) allow Seeberger to access address and credit data relating to customers' companies that is stored in their databases, including such data as is calculated using mathematical-statistical processes, providing Seeberger has proven its legitimate interest when making its request for information. Customers consent to this process.

10. Final provisions

10.1 These TCs and the contractual relationship between Seeberger and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

10.2 Ulm is the place of fulfilment for both parties and for all mutual business relationships.

10.3 Ulm is the sole place of jurisdiction for all disputes arising directly and indirectly from the legal relationships. Seeberger reserves the right to take legal action at the customer's registered address.

10.4 The contract as a whole remains effective even if individual provisions thereof should prove legally ineffective.

As at: October 2021