

# General Terms and Conditions of ProfiSeal GmbH

## 1. Applicability

The following General Terms and Conditions (GTC) apply to all business relations concluded between ProfiSeal GmbH, Rentweg 3, 63571 Gelnhausen, represented by the Managing Director, Dr. Tobias Müller, entered in the Commercial Register of the Local Court of Hanau under registration number HRB 95729, VAT ID DE 308109546 (*ProfiSeal*), and our customers.

Our GTC shall apply exclusively. Deviating, conflicting or supplementary GTC of the customer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the customer without reservation in the knowledge of the customer's GTC.

If the client is a businessman within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law (*Business Customer*), these GTC shall also be an integral part of the contract for all future contracts between ProfiSeal and the client until new GTC are included.

Any individual agreements made with the customer (including ancillary agreements, supplements and amendments) shall in any case take priority over these GTC (§ 305b BGB). Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

## 2. Offers and Conclusion of Contract

Our offers apply to industry, commerce, trade, authorities and individual companies as well as private individuals. A contract between ProfiSeal and the customer shall be concluded by the customer's order by telephone or text on the one hand and by the delivery of the goods or the order confirmation by ProfiSeal on the other hand. The customer's order constitutes a binding offer which can be accepted by ProfiSeal within 14 days. If the customer is a consumer within the meaning of 13 BGB (Consumer), the contract shall be concluded as soon as ProfiSeal has made a concrete offer in response to the customer's order and the customer has accepted this offer.

Orders as well as ancillary agreements must be made in writing or text form (e.g. letter, e-mail, fax) and shall only apply if expressly confirmed by us in writing. Only a member of the management is authorized to supplement, amend or limit these contractual terms in individual cases.

Information on dimensions, weights and similar properties for individual orders can only be approximate. In this context, we reserve the right to make reasonable changes to the products as a result of technical, environmental protection or quality-promoting further developments. This applies in particular to the production of customer-specific parts.

## 3. Prices, Packing and Shipping

The prices quoted in the context of the order shall apply in each case in euros, ex works plus statutory VAT/sales tax and packaging costs. Shipping is at the expense of the customer. If the customer is a Consumer, the final prices including statutory VAT/sales tax as well as packaging and shipping costs shall be communicated in the ProfiSeal offer. We shall endeavor to keep our prices constant during the period of validity of the current price list; however, the list prices applicable at the time of the order with ProfiSeal shall always be binding. These prices are also shown in the order confirmation and in the invoice.

## 4. Payment

Unless otherwise agreed, payment of the purchase price shall be made in advance. Upon expiry of the aforementioned payment deadline, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to prove higher damages. In the event of default in payment or other apparent unworthy of credit, all further claims against the customer shall become due immediately. The customer shall only be entitled to set-off against claims that are undisputed by us or have been legally established against us. The customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

## 5. Retention of Title

The delivered goods shall remain our property until full payment has been made. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The customer shall notify us of any seizure of the goods subject to retention of title by third parties immediately upon becoming aware of such seizure. The customer shall be liable for all costs incurred for the cancellation of such seizures, in particular by filing a third-party-proceedings, insofar as reimbursement of the costs cannot be obtained from the third party concerned.

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 proprietary rights remain, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to goods delivered under reservation of title.

The customer hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of any co-ownership share pursuant to the preceding paragraph. We accept the assignment. The obligations of the customer stated in sentence 2 shall also apply in respect of the assigned claims.

## 6. Delivery and Transport, Place of Performance

Our delivery time information refers to the period between receipt of the order by us (date of order confirmation) and handover of the goods to the freight carrier. The delivery time information assumes that the technical framework conditions (in particular dimensions, tolerances and product characteristics) have been fully clarified. The information on the delivery time are indicative values, which may well be shorter, but can also be exceeded.

Unless otherwise agreed, delivery shall be made ex works at Mühlerstraße 13a, 55288 Schornheim, Germany, which is also the place of performance and the place for any remedy. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. We are entitled to make partial deliveries to a reasonable extent.

If the customer is a Business Customer, delivery and transfer of risk shall be EXW "ex works" (Incoterm 2020) at Mühlerstraße 13a, 55288 Schornheim. The risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. In all other respects, the statutory provisions shall apply.

## 7. Liability and Warranty

Within the scope of the legal requirements, Consumers are entitled to demand subsequent performance, to cancel the contract or to reduce the purchase price in the event of a defect within two years of receipt of the goods. Claims due to defects which we have fraudulently concealed shall become time-barred within the regular limitation period.

In the event of a defect, Business Customers shall be entitled within the scope of the statutory provisions to demand subsequent performance in the form of rectification of the defect or delivery of a defect-free item within twelve months of receipt of the goods. The notice of defect as well as the request for subsequent performance must be made in writing and without delay, i.e. within one working week from the date of knowledge of the defect. We shall have the right to choose the type of subsequent performance. If the subsequent performance fails, the business customer shall be entitled to reduce the purchase price or to withdraw from the contract if the legal requirements are met. A prerequisite for any warranty rights is that you properly fulfill all inspection and complaint obligations owed under Section 377 of the German Commercial Code (HGB).

In the event of a defect, Business Customers shall be entitled within the legal requirements to demand remedy in the form of rectification of the defect or delivery of a defect-free item within twelve months of receipt of the goods. The notice of defect as well as the request for supplementary performance must be made in writing and without delay, i.e. within one working week from the date of knowledge of the defect. We shall have the right to choose the type of supplementary performance. If the supplementary performance fails, the business customer shall be entitled to reduce the purchase price or, if the legal requirements are met, to withdraw from the contract. A prerequisite for any warranty rights is that you properly fulfill all inspection and complaint obligations owed under Section 377 HGB.

We are liable for intent and gross negligence. Furthermore, we are liable for the negligent breach of obligations, the fulfillment of which makes the proper execution of the contract possible in the first place, the breach of which endangers the achievement of the purpose of the contract and on the compliance with which the customer may regularly rely. In the latter case, however, we shall only be liable for the foreseeable damage typical for the contract. The same applies to breaches of duty by our vicarious agents. Liability shall be limited to the amount covered by our business liability insurance (currently EUR 1 million). The above exclusions of liability shall not apply in the event of injury to life, limb or health. Liability under the Product Liability Act remains unaffected.

If the customer provides material for processing or further processing, we shall only be liable for damage or destruction in the event of intent or gross negligence. The customer shall be responsible for proving that the material provided was in proper condition or suitable for processing and further processing. For the handling of repaired or reconditioned goods, the customer must in particular observe the respective operating instructions and inform us immediately if he does not have them.

## 8. Miscellaneous Liability

In any case, we assume no liability for incorrect handling or incorrect installation or incorrect further processing of our products or damage caused thereby. If the customer is a business customer, it is incumbent upon him to prove the defectiveness of the product at the time of the transfer of risk as well as the proper and correct handling or installation of the goods. Consumers are responsible for proving the defectiveness of the product after twelve months from receipt of the products (see Section 477 BGB). Business Customers have to bear the costs of removal, inspection and return of the goods themselves. Consumers have to bear the costs arising from the removal, inspection and return of the goods themselves or to replace if the proof succeeds that the defect or the uselessness has been caused by himself, in particular by incorrect handling or incorrect installation or incorrect processing of the product or similar behavior.

## 9. Return / Exchange

Returns or exchanges that are not based on a defect and to which no legal claims exist are only possible if this was agreed before acceptance of the order. Unless otherwise agreed, the customer shall bear all resulting costs. A prerequisite is always the perfect condition of the goods returned at the risk of the customer. Goods returned without agreement will not be accepted. A credit note for Business Customers can only be issued if a valid tax number of the customer is available.

## 10. Withdrawal

If the customer is a Consumer, he has the right to revoke this contract within 14 days without giving any reason. The withdrawal period is 14 days from the day on which the customer or a third party named by the customer, who is not the carrier, has taken possession of the product(s). This right of withdrawal applies only to orders of the standard range and standard sizes and not to individualized custom-made products.

The complete cancellation policy and the model cancellation form are attached to these GTC as Annex 1.

## 11. Data Protection

The protection of personal data is our highest priority. We therefore use the customer's voluntary information only for processing the order in accordance with the legal provisions of the DS-GVO. By placing the order, the customer agrees to the use of personal data for the sending of further written product information; the customer can object to this promotional use at any time in text form.

## 12. Choice of Law and Place of Jurisdiction

These GTC and the contractual relationship between us and the customer shall be governed 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.

If the customer is a Business Customer, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our place of business in Gelnhausen. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or an overriding individual agreement or at the customer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

## 13. Collection Clause

Insofar as our claims are overdue and the commercial dunning procedure has not led to any success, we or the assignee shall be entitled to commission a collection service or a lawyer with the assertion of the claims. The costs incurred for this in the usual or statutory amount are to be borne by the customer.

## 14. Severability Clause

Should individual provisions of this contract be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Statutory law shall take the place of provisions of this contract that are not included or are invalid, Section 306 (2) BGB. If such statutory law is not available in the respective case (regulatory gap) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the non-included or invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision.