

General Terms and Conditions of Beardow Adams GmbH

I. Offers and Contract Conclusion

1. Our terms of delivery and payment apply exclusively, which our Client accepted when placing the order, and they also apply equally for future business, even if they are not particularly referred to, but have been sent to the orderer with an order confirmed by us. Our terms and conditions of delivery and payment shall also apply exclusively in cases where the order placed is contrary to our terms and conditions, even if we do not raise any objection. Such deviation therefore applies only if explicitly accepted by us in writing.
2. Our offers are provisional and non-binding. Verbal orders and agreements shall be deemed valid for us when they are confirmed in written form or conform to the consignment of the goods and the invoice.
3. We are entitled to surrender the claims from our business relations.

II. Scope of services, warranted features

1. Product samples are samples of medium type. Contracts shall be executed according to the customary quality in line with state-of-the-art technology under the tolerance required in technical terms in relation to materials and processes, except where specified standards for execution have been agreed in the individual case.
2. Any catalogues, drawings or advertising brochures etc. we publish and the data they contain, for example relating to weight, analysis and composition are only authoritative if we expressly denote them as being binding. Also, information, suggestions and advice on the use, processing and application possibilities of our products only provide a guarantee of quality, if it is explicitly designated by us as being binding. Advice on technical applications verbally or in writing are only then deemed as without obligation, also in respect of the protected rights of third parties and do not release the purchaser from his own obligation to examine the products for their suitability for the intended procedures and purposes.

III. Prices

1. Prices shall be denominated in EUR ex-works and shall not include freight and value added tax, unless agreed otherwise.
2. They are calculated on the weight of the delivery and despatch costs at the time of despatch.

IV. Payment conditions, limitation of extra charges

1. Our invoices are to be paid strictly 30 days net on delivery of the goods, unless otherwise agreed. Invoice date is authoritative for all terms. In the event of delayed payment, Client shall pay interest from the due date, in the amount of 5 per cent points over the base rate of the German Federal Bank; we reserve the right to assert claims for damages.
2. If the purchaser is in arrears with us with regard to any payment obligations, all existing

debts become due immediately.

3. Bills of exchange shall only be accepted on account of performance and only subject to the discountability, namely as a 3-month bill of exchange with the date of issue according to the invoice date. The Client bears collection and discount costs.
4. We shall have the right to rescind our contractual obligations and to cancel the contract in the event that the Client has suspended payments, has protested against a bill of exchange/draft, or has experienced a deterioration in credit and confidence rating, in case of death or the dissolution of the Client's company or other events that might put the proper settlement of the business at risk, unless the Client agrees to performance upon tender of counter performance or provision of security, or all claims shall become due for payment without delay, if so requested. Any further rights, e.g. to withdraw from the contract or to claim damages shall remain unaffected.
5. A set-off by the purchaser with counter-claims is precluded unless the counter-claims are undisputed and declared to have legal force. The Client may only set off claims against counter claims or assert a right of retention if the Vendor's entitlements are due and uncontested or are due and have become final and legally binding.

v. **Delivery terms**

- I. Terms and dates of delivery are approximate only, unless we have expressly confirmed them in writing as binding.
- II. Delivery deadlines shall begin with the receipt of our order confirmation by the Client, in no way however before clarification of all details for the execution by the Client.
- III. If we have promised to observe a deadline or delivery period but we then fall behind, the Client must grant us an appropriate period of grace in writing. After unavailing expiration the ordering party might withdraw from quantities and performances not being announced ready for despatch by the end of the delivery time extension. The Client is only entitled to cancel the whole contract if the partial services that have already been delivered are demonstrably of no interest to him. Compensation for non-fulfilment is limited to gross negligence and damage which was foreseeable at the time of the conclusion of the contract. Under no circumstances may claims for damages for late or failed delivery be made beyond the value of the goods.
- IV. Unforeseen impediments, which we are not able to avert by taking due care appropriate to the circumstances shall extend the term of delivery appropriately, also if a delivery delay had already existed. This shall in particular include breakdowns, effects of industrial disputes, official interventions, delays in the delivery of essential raw and auxiliary material, energy and transport shortages, regardless of whether these events affect us or our suppliers. If delivery has not been accomplished after a period of 2 months following the last contractually agreed delivery date, both parties shall be entitled to withdraw from the contract.

vi. **Despatch, passing of risk and returnable packaging**

1. Despatch method and transport means are left to our choice if there is no special arrangement. If we follow a despatch instruction given by the Client, the instructions are followed without accepting personal liability, solely by order, for the invoice and risk taken by the Client unless we act wilfully or grossly negligent.
2. The risk of accidental expiration or accidental damage to goods are transferred to the Client upon despatch of the goods. If we are unable to despatch through no fault of

our own, the risk passes to the Client upon notification of readiness to despatch.

3. Reusable containers and packaging as well as transport and loading aids shall remain our property. They shall be treated with care and may not be used for purposes other than the storage of the delivered products
Returnable packing material shall be returned paid and in proper, usable condition immediately after being emptied quoting the department named in the invoice, but no later than 6

weeks after delivery. Should timely return be waived or the returnable packaging material not be in an orderly condition, we can choose to charge a brand new replacement or reasonable rental fee.

4. A claim by the Client to return packaging material which is not expressly referred to on the invoices as returnable packaging does not exist.

VI. Retention of title

1. We retain title of ownership to the delivered goods until the purchase price has been paid in full and until any and all previously existing claims from the business relationship and subsidiary claims closely related to the delivered merchandise have been paid, including liabilities on bills and checks. If deliveries are made on current account, the retention of title shall serve to secure the balance due to us.
2. Any treatment or processing of goods subject to our retention of title shall be carried out for us as the manufacturer in accordance with § 950 BGB (German Civil Code) without any obligation on our part.

If the Client mixes the goods we retained title to with goods we do not own, we shall become co-owners of the manufactured goods in that ratio which results from the relation of the value of the goods we retained title to the value of the other goods used for manufacture.

If our goods are blended or combined with other objects and this terminates our ownership of the said goods (§ 947, § 948 BGB - German Civil Code), then it is here agreed that the Client's ownership of the blended supply or of the homogeneous object passes to us to the extent of the invoice value of our said goods, and that the Client keeps these goods for us free of charge.

The manufactured goods which are the result of the mixture or connection of the goods shall be deemed goods to which title is retained according to these General Terms and Conditions.

3. The Client may only sell the goods subject to retention of title in normal business transactions and in accordance with his normal terms of business and as long as he is not in default. He is only authorised to resell them if the claim from the resale together with subsidiary agreements passes to us to the extent arising from the subsequent sales. The Client is not entitled to dispose of the goods in any other way. Equal to resale is the installation into plots of land or buildings of the reservation goods and their use for the performance of other contracts for services or contracts for work and materials by the Client.
4. By entering into the contract, the Client assigns to us all claims due to him in connection with any resale of the goods under reserve - regardless of to one or several clients. If the reserved goods are sold by the Client together with other goods not provided by us, then the assignment of the receivables from the sale applies only

to the amount of the invoice value of the respective reserved goods sold. If the reservation goods are sold after processing, combination or mixing with other goods not owned by us, then the claims shall be assigned to us only to the amount of our co-ownership share in the object or stock sold. The Client is entitled to collect the receivables assigned to us in a manner that is revocable at any time and as long as he is not in default of his financial obligations (see §5.).

5. The Client is entitled to collect the receivables assigned to us as long as our claims according to IV. point 3 do not fall due. In this case we shall be entitled to:
 - a) to revoke the authorisation to sell the processed/machined goods or to install the reservation goods and to collect the receivables assigned to us.
 - b) to demand that the reservation goods be handed over, without the client having a right of retention and without this meaning that we rescind the contract.
 - c) to inform the third party debtor of the assignment.
6. The Client undertakes to provide us with all the information needed to assert the assigned claims against its Client, and to pass over the corresponding documentation.
7. If the value of the collateral that exists for us exceeds our claims, not just temporarily, by more than 20% in total, we shall make collateral of our own choice available at a corresponding level upon request.
8. Pledging and transfer by way of security of retained good by the Client is forbidden. We are to be notified without delay in case of a seizure by a third party.
9. To enforce the entitlements from property to which we have retained the title, there shall be no need to withdraw from the contract unless the Client is the user.

VIII. **Warranty**

1. The contractual condition of goods is defined at the point of despatch.
2. Defects must be indicated by the Client directly after but no later than 1 week after delivery in writing. Processing and handling as well as reconsignment of the goods are to be refrained from.
3. If the Client does not give us the opportunity to see the faults ourselves, and in particular if he does not immediately put at our disposal the rejected goods or samples of these, all guarantee claims for faults are cancelled.
4. In the event of a justifiable defect within the time limit, we take back defective goods and deliver faultless goods instead. In the event of our default with regard to replacement deliveries, the Client has the right to abatement or conversion.
5. The above stipulations shall also apply in the case of the delivery in the case of the delivery of a different article or if the warranted characteristics are absent (see II.2.). Insofar as liability for damages cannot be ruled out in absence of warranted characteristics, it confines to damage which avoidance the guarantee expressly aimed at.
6. The above provisions shall apply accordingly to the delivery of other goods than those agreed upon in the contract.

IX. **Liability, limitation**

1. Our liability shall extend exclusively to the agreements given in these Conditions. All claims not expressly granted hereunder, including claims for damages and compensation of expenses - for whatever legal reason - are excluded unless such claims are based on an intentional or grossly negligent act/omission. Damage claims

are, as far as legally possible, limited to 20% of the amount of the goods value according to our invoice.

2. All claims made against us are limited to a period of one year maximum.

x. **Place of fulfilment, legal venue**

1. The place of fulfilment and the legal venue for all liabilities with resulting from this contract, including payment terms, including proceedings in check and draft matters is Frankfurt am Main. We are also entitled to file suit at the Client's location.

2. The contractual relationship is solely subject to German law, and in particular to the German Civil Code and the German Commercial Code

3. Should one of the above clauses be ineffective, the effect of the Contract and the other General Terms and Conditions shall remain unaffected.