

GENERAL TERMS OF SUPPLY AND SALE
for use towards companies

RSE Germany GmbH

Preamble

Our supplies and services are and will be performed exclusively on the basis of the terms set out hereinafter, even if we do not explicitly refer to them in a given case. Their application may be excluded, in whole or in part, only by express written agreement at the time an individual deal is closed. Any general terms and conditions, especially any terms of purchase, of the orderer do not apply to our supplies and services. They are not binding upon us if we fail to specifically object to them in a given case either, with us herewith objecting to them. Our General Terms of Supply and Sale are deemed accepted upon receipt of the goods or service at the latest.

I. SCOPE OF THE DUTY TO SUPPLY

1. Even if submitted at the orderer's request, our offers shall be subject to change and non-binding, unless they have been expressly marked as binding or include any specific deadline for acceptance. In principle, any legally binding contractual relationship with the orderer shall be given only after we have confirmed the orderer's order in text form, which may also be made by telefax, computer-written document without signature or e-mail, with this applying, mutatis mutandis, to any modifications or amendments to the contract.

Scope, nature and time of supply shall be governed by our order confirmation in text form.

2. We reserve the right to make any changes to the design and execution of our products. Our catalogues as well as presentations of our goods on the Internet are constantly being revised. Any illustrations and drawings included therein shall be neither binding nor part of the agreed quality. They shall not give rise to any guarantee of durability or quality either.
3. The documents appertaining to the offer, such as drawings, data sheets, illustrations, plans, files etc., shall prevail only approximately, unless they have been expressly referred to as binding and their usability for the purpose provided for in the contract requires exact conformity. The same shall apply to our details on the subject-matter of supply or service (e.g. weights, dimensions, usage values, usability, load capacity, tolerances and technical data). Title to the documents shall remain with us, with us reserving any and all rights thereto. They must not be made accessible to any third parties without our written consent and need to be returned to us without delay at any time upon request.
4. Any call-off orders need to be called off and accepted in good time and in any agreed partial quantities. In case of any call-off orders with no terms, production lot sizes and acceptance dates agreed, the orderer must make a binding specification thereon one (1) month after the order confirmation date at the latest. If the orderer fails to meet this obligation, we shall be entitled to set a two-week grace period and, following its expiry to no avail, to rescind the contract or to reject the supply and to claim damages. Unless otherwise agreed, the entire quantity ordered as per call-off order needs to be accepted and paid for by the orderer within 6 months after ordering at any rate.

If the contract quantity is exceeded by the individual call-offs, we shall be entitled, but not obliged, to supply the excess. We may charge the excess at the prices valid at the time of call-off or supply.

5. Any grades and dimensions shall be governed by the DIN/EN standards, building inspectorate approvals and material specifications applicable upon conclusion of the contract or, in the absence of such, trade practice. Neither any references to standards, material specifications or factory test certificates as well as any details on grades, dimensions, weights and usability nor any declarations of conformity, manufacturers' declarations and appropriate marks, such as CE and GS, shall be assurances or guarantees.
6. In case of doubt, any interpretation of trade terms shall be governed by the Incoterms, as amended from time to time.

7. We reserve title or copyright to all offers and quotes submitted by us as well as to any drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids and appliances made available to the orderer. The orderer must neither make accessible or disclose these objects to any third parties nor use or have any third parties use nor reproduce these objects, either as such or their contents, without our express consent. If requested by us, the orderer has to return these objects to us in full and to destroy any copies made of them, where appropriate, once the orderer no longer needs them in the proper course of business or if any negotiations do not result in a contract being concluded. An exception to this shall be any retention of electronically provided data for the purpose of usual data backup.

II. PRICE

1. The prices shall apply to the scope of service and supply specified in the order confirmations and shall basically be EUR prices. The statutory VAT in the respective applicable amount shall be invoiced additionally. Any additional and special services shall be charged separately.
2. In case of supplies within and outside Germany, the prices shall apply ex works, uninsured, net of customs, fees and any other dues as well as exclusive of packaging.
3. To the extent that the agreed prices are based on our list prices and the supply is to be performed no earlier than four months after conclusion of the contract, our list prices valid at the time of supply (less an agreed percentage or fixed discount in each case) shall apply.

Any surcharges and subsequent billings on the agreed charge shall further be admissible if this is the only way to make an adaptation to the costs relevant for the price calculation (e.g. material costs, wage and/or energy cost increases, increases in public charges etc.) and the supply or service is to be performed later than 4 months after conclusion of the contract. The orderer shall have a right of rescission for any such price increases for the eventuality that the price for the subject-matter of supply has increased by significantly more than the general costs of living. Any supplies from follow-up orders that are performed after the date of any change in price shall be charged at new prices, without the orderer being entitled to any right of rescission.

4. If any acceptance has been agreed, it may be performed only in the supplying plant or our warehouse immediately after notice of readiness for acceptance has been given. The acceptance costs shall be borne by the orderer.
5. If the acceptance is not performed at all, in good time or in full through no fault of our own, we shall be entitled to ship the goods without acceptance or to store the goods at the orderer's expense and risk and to put them to the orderer's account.

III. SUPPLY, FORCE MAJEURE, DEFAULT OF SUPPLY, PARTIAL SUPPLY

1. The deadline for supply shall commence at the time the order confirmation is dispatched, but neither before all details of the order execution have been clarified nor before any agreed advance payment or provision of materials has been received, with us always indicating the dates of supply always subject to our own supply by our suppliers. The deadline for supply shall be complied with if the subject-matter of supply has been brought to shipping or collected by its expiry or, if not dispatched through no fault of our own, notice of readiness for shipping has been given. Any deadlines and dates held out in prospect by us for supplies and services shall always apply only approximately, unless any fixed deadline or date has been expressly assured or agreed.
2. In case of force majeure and any other events for which we cannot be held responsible and which may result in any smooth handling of the order being questioned, including, in particular, but not limited to, any delays in supply on the part of our suppliers, traffic and operational disruptions, labour disputes, shortage of process materials or energy, high and low tide on the waterways, waggon availability, cyber attacks on our IT systems or any IT systems of third parties that are used by us like own installations (cloud solutions etc.) and all of those IT systems that had been protected in

accordance with the generally recognised state of software technology, we shall be entitled to rescind the contract in whole or in part or to defer the supply, without this giving rise to any claims for compensation of the orderer. This shall include, in particular, but shall not be limited to, any low tide on the Rhine and transport of the goods over the Rhine has been agreed. Low tide in terms of this regulation shall be given if the level in Kaub is measured at <80 cm, irrespective of whether the goods to be transported are moved past the Kaub level. The orderer may obtain from us the statement as to whether we rescind or want to perform the contract within a reasonable time limit. If we fail to make a statement, the orderer may rescind the contract.

We shall not be responsible for the events or circumstances referred to above even if they occur during any default of supply already given.

3. If we are responsible for any default of supply, we need to be allowed a reasonable grace period. After this period has expired, the orderer may claim damages to this extent under the statutory stipulation in compliance with the orderer's duty to mitigate damage and/or rescind the contract, unless notice of readiness for shipping of the goods has been given or the goods have been supplied by expiry of the period. The orderer shall have no right of rescission if we are not responsible for the default of supply, hence the period being exceeded.
4. Any claims for damages in lieu of performance shall be due to the orderer only if the cause of damage is based on wilful intent or gross negligence on our part. This shall not apply to the extent that any fixed-date transaction is given.
5. Any duties of and deadlines for supply shall be suspended as long as the orderer is in default with accepting the goods or any other obligations, without this affecting our rights from the orderer's default, or has exceeded the orderer's credit limit granted by us. In this case, the risk of accidental destruction or any accidental deterioration shall pass to the orderer at the time the orderer defaults as well.
6. The originally agreed deadline for supply has been set aside once any change is made to the purchase order with our written consent.
7. We shall be entitled to partial supplies if
 - the partial supply can be used by the orderer as part of the contractual intended purpose,
 - supply of the remaining goods ordered is ensured and
 - this does not result in any significant additional expenditure or additional costs for the orderer (unless we agree to bear these costs).
8. The weights and the consequent price calculation shall be governed by the weighing performed by us or our upstream supplier. The proof of weight shall be furnished by presentation of the weight note, delivery note with weight specification or any comparable document. Where legally admissible, weights without weighing may be established according to standard. The usual surcharges and discounts (commercial weights) shall remain unaffected. Any numbers of pieces, numbers of bundles or the like indicated on the shipping advice shall not be binding upon any goods charged by weight. Unless any individual weighing is carried out as a rule, the total weight of the shipment shall apply in each case. Any differences compared to the calculatory individual weights shall be proportionally distributed over these.

IV. SHIPPING, PASSING OF RISK, PACKAGING, STORAGE COSTS

1. Any shipping shall basically be effected at the orderer's expense and risk from a place to be determined by us.
2. Shipping method and route shall be chosen by us at our dutiful discretion. Additional costs for any agreed special requests of the orderer shall be borne by the orderer. We shall not accept any obligation for cheapest shipping.
3. If any shipping or service is delayed upon the orderer's request, we shall be entitled to set the orderer a reasonable deadline for acceptance and, following its expiry to no avail, to demand prompt acceptance as well as compensation for our damage caused by default.
4. Any goods for which notice of readiness for shipping has been given as per contract must be called off without delay; otherwise, we shall be entitled, at our option, to ship them at the orderer's expense and risk after dunning or to store them at our discretion and to charge them immediately.
5. If any transport on the intended route or to the intended place is impossible or substantially impeded through no fault of our own, we shall be entitled to supply on any other route or to any other place, with the orderer bearing the additional costs incurred. The orderer shall be given the opportunity to make a position statement beforehand.
6. The risk, including the one of any seizure of the goods, for all transactions, including in case of any supplies performed carriage paid or free domicile, shall pass to the orderer upon handover of the goods to the haulage contractor or forwarding agent, but upon dispatch from the warehouse at the latest.
7. The goods shall be supplied without packaging and rust protection. We shall take care of ensuring, according to our experience and at the orderer's expense, of any agreed packaging, protection and/or transport aids and appliances which shall be taken back at our warehouse. We shall not bear any costs incurred by the orderer for their return transport or for any own disposal of the packaging.
8. Any storage costs after passing of risk shall be borne by the orderer. If stored by us, the storage costs shall amount to 0.25% of the invoice amount of the subject-matters of supply to be stored per week expired. The assertion and proof of any further or lower storage costs shall remain reserved.

V. TERMS OF PAYMENT

1. Any payment shall be governed by the respective agreed conditions.
2. We shall send the invoices for our supplies and services to the orderer exclusively in structured, non-alterable and machine-evaluable form (by way of example, but not conclusively, by PDF, EDI or ZUGFeRD XML file) through electronic means by e-mail or comparable electronic means of transmission. The orderer has to take care of ensuring that the invoices electronically transmitted by us can be served to the orderer's e-mail (or comparable) address publicly disclosed by the orderer. The orderer must adapt the orderer's technical facilities, such as filter programmes or firewalls, accordingly. Any potential automated response written replies to us (e.g. absence notes) must not be taken into account by us and shall not be an obstacle to any effective service of the invoices.
3. The orderer shall bear the costs of the orderer's payment, especially any kinds of bank charges and costs.
4. Any payment by cheque shall be excluded, unless it is agreed separately in a given case. Settlement date for payments of all kind shall be deemed to be the day on which we can dispose of the amount.
5. If any payments are deferred or made later than agreed, the orderer shall be charged for interest in the amount of 9 percentage points above the respective basic rate of interest in the meantime,

without any dunning being required. We reserve the right to assert any higher interest and any further damage caused by default. It shall be for the orderer to proof any lower damage caused by default. We shall further charge a dunning lump sum of € 40.– pursuant to the statutory stipulations.

6. The orderer shall not be entitled to set off against any counterclaims, unless the orderer's claims have been acknowledged by us, are uncontested or have been finally and bindingly established or are a consequence of the same order under which the relevant supply has been performed. Any right of retention shall not be due to the orderer on account of any contested counterclaims either.
7. All our claims shall become due immediately if the terms of payment are not complied with or we become aware of any circumstances that are suited to reduce the orderer's creditworthiness. We shall be entitled in this case as well to execute any supplies still outstanding only against advance payment or by way of security or to rescind the contract following a reasonable grace period and/or to claim damages in lieu of performance. Moreover, we may prohibit any realienation and processing of the goods supplied and demand their return or transfer of indirect possession to the goods supplied at the orderer's expense and revoke the direct debit authority under division IX. 7. The orderer shall already authorise us now to enter the orderer's operating premises and rooms and to take away the goods supplied in the cases referred to.
8. Any payments shall basically be passed to account on the oldest invoice due. As long as any earlier invoice is outstanding, the orderer shall not be entitled to claim any agreed cash discount upon payment of any subsequent invoices.
9. If it becomes apparent, after conclusion of the contract, that our claim for payment becomes jeopardised due to the orderer lacking the ability to pay, or if the orderer defaults on any payment or any other circumstances implying any significant deterioration of the orderer's ability to pay arise after conclusion of the contract, or if the credit limit accepted by us or any trade credit limit subscribed by any trade credit insurer is reached, the rights from Sect. 321 BGB (German Civil Code) shall be due to us. The same shall apply to any liability sum agreed between the parties. We shall be entitled in this case as well to declare due for payment any claims not yet due from the current business relationship with the orderer.

VI. COMPLAINTS AND NOTICES OF DEFECTS

1. The subject-matters of supply need to be carefully examined promptly after delivery to the orderer or to the third party designated by the orderer. They shall be deemed to have been approved by the orderer with regard to any obvious defects or any other defects that would have been recognisable during prompt, careful examination, unless we receive a written notice of defects within (seven) workdays after delivery. The subject-matters of supply shall be deemed to have been approved by the orderer with regard to any other defects, unless we receive the notice of defects within (seven) workdays after the time at which the defect has become apparent; if the defect has already been obvious at any earlier point in time under normal use, however, the commencement of the deadline for giving notice of defects shall be governed by this earlier point in time.

If any notice of complaints or defects is not given in good time, any warranty claims shall be excluded. If notice is given in good time, we shall be obliged to provide warranty pursuant to division VII.

2. In case of any transport damage, the orderer has to obtain for us a damage assessment from the rail or postal service or the transport provider or a bill of lading.
3. If any part of the goods supplied is defective, the orderer shall not be entitled to make any complaint about the entire supply, unless the partial supply is of no interest for the orderer.

VII. WARRANTY

1. If the subject-matters of supply are defective, we shall be entitled, at our option, to remedy the defects or to perform replacement supply within a period of warranty of 12 months. This shall not apply to the extent that any longer periods are mandatorily stipulated by law. Any subject-matter of supply that has become subject to complaint needs to be sent back to us, carriage-free, at our request. Where any notice of defects is justified, we shall remunerate the costs of the least expensive shipping route, with this not applying to the extent that the costs increase because the subject-matter of supply is located at any place other than the place of performance.
2. The orderer has to give us the time and opportunity required at our equitable discretion to remedy any defects. Title to any parts replaced shall pass to us.
3. If cure fails, we allow to elapse any reasonable grace period set to us to that end without performing any new supply or remedying the defect, or if cure is impossible or refused by us, the orderer shall have the right to rescind or reduce, just as in case of any inability by us to perform cure.
4. The warranty shall cover neither any defects and/or damage as a consequence of natural wear and tear nor any defects and/or damage caused as a consequence of any faulty or negligent treatment, excessive stress, inappropriate use, incorrect handling etc. as well as any influences not implied pursuant to the contract, unless the damage is attributable to our fault.
5. The claim to warranty may not be transferred to any third parties without our consent.
6. In case of any modifications or corrective maintenance work improperly performed by the orderer or any third parties to the subject-matters of supply, we shall not be liable for the resulting defects.
7. Our liability for any essential bought-in produces shall be limited to the assignment of the warranty claims due to us against the supplier of the bought-in produce, unless satisfaction from the assigned right fails or the assigned claim cannot be enforced for any other reasons.
8. The deadline pursuant to division VII no. 1 shall not apply to the extent that we are mandatorily liable due to wilful intent or gross negligence or from any guarantee commitment or any essential contractual duty has been breached as well as any injury to life, limb or health is given.
Our liability in case of any negligent, but not grossly negligent breach shall be limited to compensation for the typical, foreseeable damage.
9. The foregoing provisions shall apply, mutatis mutandis, where any goods other than goods as per contract are supplied.
10. Where any goods have been sold as declassified material, the purchaser shall not be entitled to any rights from material defects regarding the reasons stated for declassification and any defects the orderer usually has to reckon with. Our liability on account of material defects shall be excluded both where any such goods are sold as well as if any supply of used goods is agreed in a given case.

VIII. LIABILITY FOR DAMAGES DUE TO FAULT

1. Our liability, as seller, for damages on any legal ground whatsoever, especially from impossibility, default, defective or incorrect supply, breach of contract, breach of duties during contract negotiations and tort, shall be restricted in accordance with this division VIII. to the extent that it comes down to fault in each case.
2. Except for any breach of essential contractual duties, we shall not be liable for any slight negligence by our bodies, legal representatives, employees or any other persons deployed to perform an obligation of us. Essential contractual duties shall be the obligation to supply on time and, where appropriate, the installation of the subject-matter of supply, its freedom from material defects as well as any material defects by which its operative readiness or usability is impaired to a more than insignificant extent, as well as any duties to advise, protect and exercise proper care that are supposed to make it possible for the orderer to use the subject-matter of supply as per contract or

have as their object the protection of limb or life of any staff of the orderer or the protection of the orderer's property against any significant damage.

3. To the extent that we are liable on the merits for damages under division VIII. 2., this liability shall be limited to any damage we have anticipated, upon conclusion of the contract, as a possible consequence of any breach of contract or should have anticipated whilst paying customary care and attention. Moreover, any indirect and consequential damage caused as a result of any defects in the subject-matter of supply shall be eligible for compensation only to the extent that such damage is to be typically expected when the subject-matter of supply is used as intended. The foregoing regulations of this para. 3 shall not apply in case of any act of wilful intent or gross negligence by any members of our organs or our executive employees.
4. If we are liable for slight negligence, the duty to pay compensation for material damage and any resulting further pecuniary damage shall be limited to an amount of € 15 million per event of damage, even if it is a breach of essential contractual duties.
5. The foregoing exclusion and limitations of liability shall apply to the same extent for the benefit of our bodies, legal representatives, employees and any other persons deployed to perform an obligation of us.
6. To the extent that we provide any technical information or act in any advisory capacity and this information or advising does not fall under the contractually agreed scope of services owed by us, this shall be effected without payment and to the exclusion of any kind of liability.
7. The restrictions of this division VIII. shall not apply to our liability on account of wilful conduct, for any guaranteed features of nature, on account of any injury to life, limb or health or pursuant to the German Product Liability Act.
8. The orderer's claims set out in para. 1 shall basically become statute-barred in 24 months, calculated as from the end of the year of passing of risk. If the statutory limitation period is shorter than 24 months, this period shall apply to the orderer's relevant claims. The shortening of the limitation period shall not apply to any claims from tort or product liability.

IX. RETENTION OF TITLE

1. Title to all goods supplied shall remain with us (goods subject to retention of title) until any and all claims, including, in particular, those from the respective balance claims due to us from the business relationship against the orderer, have been satisfied. This shall also apply if any payments are made on any claims specifically referred to.
2. If the goods subject to retention of title are combined or intermixed by the orderer with any other goods, co-title to the new item shall be due to us at the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. For the eventuality that our title ceases to exist by combination, the orderer shall already transfer to us now any titles to the new item that are due to the orderer to the extent of the invoice value of the goods subject to retention of title and shall keep them safe for us without payment. The co-titles arising therefrom shall be deemed to be goods subject to retention of title in terms of paragraph 1. We shall accept the transfer.
3. The orderer may alienate the goods subject to retention of title only in ordinary business transactions, under the orderer's terms and conditions, where these include an extensive retention of title in line with these provisions, and as long as the orderer is not in default, provided that the claims from the realienation pass to us under paragraphs 4 and 6. The orderer shall not be entitled to perform any other dispositions of the goods subject to retention of title. In particular, the entitlement to dispose of the goods subject to retention of title shall be deemed revoked without further ado if any application for insolvency proceedings regarding the orderer's assets is filed or the orderer's liquidation is initiated.

4. The orderer's claims from the realienation of the goods subject to retention of title shall already be assigned to us now. They shall serve the purpose of securing to the same extent as the goods subject to retention of title. We shall herewith accept the assignment.
5. If the orderer alienates the goods subject to retention of title along with any other goods not sold by us, the assignment of the claims from the realienation shall apply only in the amount of our invoice value of the respective alienated goods subject to retention of title. If any goods to which we have any co-title shares under para. 2 are alienated, the assignment of the claim shall apply in the amount of these co-title shares.
6. If the orderer uses the goods subject to retention of title to perform any contract to produce a work, paragraphs 4 and 5 shall apply, mutatis mutandis, to the claim from this contract.
7. The orderer shall be entitled to collect any claims from the realienation under paragraphs 3, 5 and 6 until we give notice of revocation, which shall be admissible at any time. We shall make use of the right of revocation only in the cases of para. 3 as well as of division V. 6. The orderer shall not be entitled to assign the claims in any other manner whatsoever in any event. The orderer shall be obliged to immediately advise the orderer's buyers of the assignment to us at our request, unless we do this ourselves, and to provide us with the information and documents required for the collection. The orderer shall be permitted neither to pledge nor to assign the goods subject to retention of title by way of security.
8. Our retention of title shall be conditioned by the fact that title to the goods subject to retention of title shall pass to the orderer and that the assigned claims shall be due to the orderer without restriction upon full payment of all claims. If the value of the existing securities exceeds the secured claims by more than 20% in total, we shall be obliged to release securities at our option at the orderer's request. The valuation of the securities shall be governed by the realisable value as security value.
9. The orderer has to give us notice of any pledge or every other impairment of our rights to titles and claims by third parties without delay whilst handing over the pledging reports or any other documents and has to do everything on the orderer's part to safeguard our rights.
10. We shall be entitled at any time to enter the orderer's warehouse and business rooms to take away, parcel out or mark the goods subject to retention of title. Upon request, the orderer has to provide us with all expedient information about the goods subject to retention of title and to surrender any receipts required. The orderer shall be obliged to comprehensively insure the goods subject to retention of title in our favour at the orderer's expense and to prove the insurance to us upon request. The orderer shall already assign to us now all resultant insurance claims, with us accepting the assignment.
11. The assertion of our retention of title shall not be deemed to be any rescission of the contract. The orderer's right to possess the goods subject to retention of title shall cease to exist if the orderer fails to meet the orderer's obligations from this or any other contract. We shall then be entitled to take possession of the goods subject to retention of title ourselves and, without prejudice to the orderer's payment and other obligations towards us, to alienate them as best as possible by sale by private agreement or by way of an auction. The proceeds of realisation shall be credited to the orderer against the orderer's liabilities after deduction of the costs. Any potential surplus is to be paid out to the orderer.
12. If the retention of title or the assignment is not effective under the law of the jurisdiction in which the goods are located, the security corresponding to the retention of title or the assignment in this jurisdiction shall be deemed agreed. If this requires any cooperation by the orderer, the orderer has to take all measures required to establish and obtain such rights.

X. OTHER TERMS

1. Place of performance and jurisdiction for both parties to the contract shall be D-69412 Eberbach. We shall also be entitled to sue the orderer at the orderer's place of general jurisdiction.
2. All legal relationships between us and the orderer shall exclusively be governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG) shall not apply.
3. To the extent that the contract or any provision of these General Terms of Supply and Sale includes any regulatory gaps, any legally effective regulations that the partners to the contract would have agreed pursuant to the economic aims and objectives as well as the purpose of these General Terms of Supply if they had been aware of the regulatory gap shall be deemed agreed to fill these gaps.
4. The orderer's data shall be retained by us as part of the intended purpose of the contractual relationship.