

General Terms and Conditions of RelineEurope GmbH

Preliminary remark

The following General Terms and Conditions (*GTC*) form the basis for all delivery and service contracts of RelineEurope GmbH (hereinafter referred to as the "Contractor") towards contractors within the meaning of § 14 of the German Civil Code, legal entities under public law or special funds under public law within the meaning of § 310 par. 1 of the German Civil Code (hereinafter referred to as the "Purchaser").

Deviating provisions of the Purchaser are only binding for the Contractor when and to the extent that the Contractor confirms them in writing. This also applies in the event that the Contractor delivers or performs without reservation, or when, with subsequent transactions, the Contractor's general terms and conditions are not attached in individual cases. Only individual, written agreements with the Purchaser shall take precedence over these GTC.

1. Offer, Conclusion of Contract

(1) Offers by the Contractor are non-binding and subject to confirmation unless he expressly designated them as binding.

(2) A delivery and service contract is concluded solely by the Contractor's written order confirmation.

2. Prices

(1) A binding price determination is effected by the Contractor's written order confirmation and under the reservation that the order data on which the order confirmation is based remains unchanged. Unless other information is provided, the Contractor's prices are quoted ex works in euros, plus the statutory value added tax applicable at the time of delivery.

(2) Unless expressly offered, packaging, postage, insurance and other shipping costs are not included and will be invoiced additionally.

(3) Any changes made to the object of the work after order confirmation at the request of the Purchaser will be charged to the Purchaser.

3. Delivery quantity, delivery period

(1) The Contractor is entitled to make partial deliveries as long as the remaining parts of the delivery or service are made within the agreed delivery period.

(2) The delivery times stated by the Contractor in the order confirmation refer to the date of dispatch of the goods. They shall be deemed to have been complied with when the goods leave the production site at this time or when the Purchaser is notified of readiness for delivery.

(3) Agreed delivery periods shall only start running as of the time of clarification of all technical and commercial details between the Contractor and the Purchaser. Even when an action is required by the Purchaser for the manufacture of the work or for the performance of the delivery, the delivery period shall only begin with the complete execution of this action by the Purchaser. The delivery dates specified by the Contractor shall not be binding until the aforementioned suspensive condition enters into effect, even when they have been confirmed in writing as binding to the Purchaser.

(4) If the delivery deadline is exceeded, the Purchaser must grant a reasonable grace period of at least three weeks.

(5) If the delivery period, including the reasonable grace period, is exceeded, the Contractor shall be liable solely for the foreseeable, contract-typical damage, except in the case of him doing this with intent. His liability shall be limited to the invoice value of the quantity of goods that was not delivered on time, but shall not exceed the amount of the negative interest. This liability limitation does not apply when a commercial transaction for fixed-date delivery has been agreed, or when the Purchaser can assert that his interest in contract fulfilment has ceased because of the delay for which the Contractor is responsible.

(6) For the duration of their existence, force majeure, operational disruptions and similar unforeseeable impediments (e.g. industrial action, official measures, energy shortage, or delivery obstacles at a supplier) related to the provision of the contractual service shall release the Contractor from compliance with the delivery deadlines. In these cases in particular, the Purchaser is not entitled to withdraw from the contract and/or to claim damages. However, when as a result of the delay, acceptance of the delivery or service is unreasonable for the Purchaser, he may withdraw from the contract.

4. Delay in acceptance, collection or call-off

When the Purchaser is in default with acceptance at the place of performance, the collection or call-off of deliveries or services - even in the case of possible partial deliveries or partial services - or if the deliveries or services are otherwise delayed for reasons for which the Purchaser is responsible, the Contractor is entitled - irrespective of his statutory rights -

- to demand immediate payment of the deliveries or services affected by the delay and, in addition, to store the delivery items at the Purchaser's expense and risk, or
- after expiry of a reasonable period of grace granted to the Purchaser - with reference to these rights - to dispose of the deliveries affected by the delay in another manner and to deliver to the Purchaser within a reasonably extended deadline delivery date, or
- to withdraw from the contract and/or to demand damages instead of performance. In the latter case, 20 % of the gross order amount may be claimed as compensation, without this requiring provision of evidence, unless it can be proven that only a significantly lower loss has been incurred. The Contractor is free to assert their rights regarding a higher actual loss.

5. Guarantee

I. (1) Sewer renovation hose liners are intended for immediate processing. In an unprocessed condition, these liners can be stored for maximally 26 weeks. The special storage regulations, in particular with regard to light incidence and temperature, must be observed. For combination-curing hose liners (i.e. with peroxidically - supported curing), separate storage regulations and periods apply in accordance with the technical data sheets. There is no warranty obligation for superimposed and improperly stored liners.

(2) The prerequisite for asserting warranty claims is the handover of the documentation recorded during the processing of the liners from the Purchaser to the Contractor.

II. (1) The basis for the Contractor's liability for defects is primarily the quality of the goods as agreed in writing. Any other description of the goods, public statements, promotions and advertising do not constitute a contractual guarantee of quality. The quality information relevant for the content and scope of the Contractor's obligation to perform are always only the subject of a guarantee within the meaning of § 443 of the German Civil Code when this has been expressly agreed in writing. As far as the Contractor's employees make oral collateral agreements or give assurances that go beyond the sales contract, such always require written confirmation for their effectiveness. Oral declarations by persons authorised to represent the Contractor shall remain unaffected by the above provision.

(2) Claims for material defects become statute-barred 12 months after delivery. This time limitation does not apply when longer periods are prescribed by law according to § 438 par. 1 no. 2 (buildings and objects for buildings), § 438 par. 3 (fraudulent concealment), § 445 b par. 1 (right of recourse) in the case of consumer status of the final purchaser and § 634a para. 1 no. 2 (construction defects) of the German Civil Code.

(3) After delivery, the Purchaser shall immediately inspect the goods and the works for defects. Obvious defects must immediately be reported to the company in writing, but at the latest within one week after receipt of the goods. The warranty shall lapse in this respect when there is no notification of obvious defects, no timely notification or it is not in due form.

(4) Other defects must be reported to the Contractor within one week of notification.

(5) Minor defects that do not significantly impair the value, suitability or usability of the work are excluded from the warranty. Furthermore, the Contractor shall not assume any warranty for defects that are attributable to natural wear and tear as well as external, unforeseeable influences.

Warranty claims of any kind shall also lapse if the Purchaser repairs,

- modifies, processes and/or does not treat, operate or use the goods, or otherwise improperly treats or uses the goods purchased from the Contractor
- without the Contractor's consent in accordance with the conditions of use and technical guidelines specified by the Contractor.

(6) The Contractor is entitled to carry out subsequent performance at his discretion. This means that he decides whether to remedy the defect or to make a new delivery. When the subsequent performance fails, the Contractor is entitled to a repeated subsequent performance. Even in the event of a repeated subsequent performance, the Contractor shall select new delivery or the rectification of defects.

(7) The Purchaser is only entitled to withdraw from the contract and/or to claim damages if the subsequent performance has failed repeatedly. Claims for damages only exist if the Contractor is responsible for gross negligence or intent. In any case, compensation for damages shall be limited to the negative interest. Unless it is based on intent, compensation for consequential damage caused by a defect is excluded.

(8) Within the meaning of Section 439 par. 3 of the German Civil Code, only such disassembly and installation costs are "necessary" that have arisen as a result of the replacement or installation of a product identical to the disassembled defective product and on the basis of customary market conditions and those that have been proven in writing. An advance right on the part of the Purchaser for disassembly and installation costs is excluded. Without the Contractor's consent, the Purchaser is not permitted to unilaterally offset claims for reimbursement of disassembly and installation costs against the purchase price claim or other payment claims of the Contractor. Claims of the Purchaser that exceed the necessary removal and installation costs, in particular costs for consequential damages caused by defects such as, for example, loss of profit, including imputed profit surcharges, costs of business interruption or additional costs for replacement purchases are not removal and installation costs and therefore cannot be reimbursed within the scope of subsequent performance in accordance with § 439 par. 3 of the German Civil Code.

(9) If the costs of subsequent performance, including the expenses asserted by the Purchaser within the meaning of § 439 par. 3 of the German Civil Code are disproportionate, in particular in relation to the purchase price of the goods in defect-free condition and by taking into account the significance of non-conformity, the Contractor is entitled to refuse subsequent performance and reimbursement of these expenses.

(10) Claims of the Purchaser for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded to the extent that these expenses increase because the goods were subsequently moved to a location other than the Purchaser's branch or than originally contractually agreed, unless the transfer corresponds to the intended use of the goods.

(11) Claims for recourse according to §§ 445 a, 478 of the German Civil Code exist only when the Purchaser's claim as a seller was justified, and these claims only exist to the legal extent, but not for goodwill measures of the Purchaser that had not been previously approved by the Contractor, at least in writing. A prerequisite for the obligation of the Contractor to satisfy claims to recourse against him is compliance on the part of the party entitled to recourse and here, in particular, compliance with the obligations to give notice of defects.

(12) As a general principle, the Contractor does not make a statement regarding a claim for defects asserted by the Purchaser in the form of an acknowledgement, and thereby he also does not enter into negotiations on the claim or the circumstances substantiating the claim.

(13) The place of performance for subsequent performance and rectification is the registered office of the Contractor.

(14) The Contractor is solely liable for damages or for reimbursement of wasted expenses for material defects in accordance with clause 6 below (limitation of liability).

6. Limitation of liability

(1) When intent or gross negligence is to be found on the part of the Contractor, and the Purchaser therefore claims damages from the Contractor, the Contractor shall be liable in accordance with the statutory provisions. This also applies in the case of intent or gross negligence of the Contractor's representatives or vicarious agents. The Contractor shall also be liable in the presence of culpable breaches of essential contractual obligations in accordance with the statutory provisions. Essential contractual obligations are those whose fulfilment is essential for the proper performance of the contract and on whose compliance the Purchaser may regularly rely. As far as the Contractor is not responsible as a result of intent or gross negligence, his liability for damages is limited to the foreseeable damage that typically occurs in contracts of this type. This does not entail a change in the burden of proof to the Purchaser's disadvantage.

(2) In case of liability of the Contractor due to simple negligence, his obligation to pay compensation for material damage and financial loss is limited to an amount of EUR 300,000.00 per case of damage.

(3) Any further claims for damages, on whatever legal grounds, are excluded. This shall also apply if the Purchaser demands reimbursement of futile expenses, instead of the claim for damages.

(4) Furthermore, in principle, the Contractor is not liable for breaches of duty resulting from work performed in accordance with the drawings, print templates or samples inspected by the Purchaser and approved by the Purchaser as production documents. The Contractor is therefore not liable for the design and correctness of the reproduced originals. However - as far as recognisable - the Contractor is obliged to inform the Purchaser of the impossibility of the technical implementation of the documents immediately.

(5) The Contractor provides technical information for the design of his products free of charge only as a matter of courtesy and without the intention of binding rights and to the exclusion of any liability. Necessary interpretations depend on a variety of influencing factors that cannot be fully determined within the scope of such information. Such information is therefore always non-binding and should only be understood as a guideline. Therefore, the stated values do not represent any product-accompanying advice and/or quality guarantee. In this respect, the Purchaser is not released from his own obligation to check and determine the concrete technical standards and values to be observed.

(6) In case of the provision of work services in accordance with the Purchaser's specifications, the liability of the Contractor for the infringement of property rights of third parties is excluded. The Contractor is not obliged to scrutinise the protective rights of third parties.

(7) The aforementioned exclusions and limitations of liability apply to the same extent in favour of the Contractor's organs, legal representatives, employees and other vicarious agents.

(8) The liability of the Contractor for culpable injury to life, body or health as well as under the Product Liability Act and other mandatory statutory liability standards which cannot be waived remains unaffected by this.

7. Terms of payment

(1) Unless otherwise agreed in writing, all invoices of the Contractor are due immediately and without deductions.

(2) Bills of exchange are not accepted, cheques only on account of performance and are subject to crediting.

(3) When the Purchaser is in arrears with payment, the Contractor is free to refuse further fulfilment of the contract.

If there is a considerable risk regarding the payment entitlement, the Contractor is entitled to demand advance payments or sufficient security.

If the Purchaser refuses advance payment or security, the Contractor may withdraw from the contract and claim damages.

(4) Notwithstanding a different provision of the Purchaser, incoming payments shall in each case first pay costs, then interest and finally the principal claim, and, in the case of several claims, the older claim first.

8. Retention of title

(1) The delivered goods remain the property of the Contractor until full payment of all claims existing against the Purchaser on the invoice date. At the Purchaser's request, the Contractor is obliged to release securities to which he is entitled to the extent that the realisable value of these securities, taking into account standard bank valuation discounts, exceeds the receivables from the business relationship with the Purchaser by more than 20% in total. The determination of the securities to be released is incumbent on the Contractor. The evaluation shall be based on the invoice value of the goods subject to retention of title and the nominal value of receivables. When the reserved goods have been processed, transformed or combined by the Purchaser, the cost price shall be decisive.

(2) In the case of treatment or processing of the reserved goods, the Contractor is entitled to ownership or co-ownership in the value of the condition of the reserved goods before treatment or processing to the resulting object. A sale of the reserved goods is only permitted in the Purchaser's ordinary course of business. When the Purchaser resells the reserved goods, the Purchaser assigns the claim against the acquirer to the Contractor at the time of the sale. The Purchaser shall oblige the acquirer to make payment directly to the Contractor within the scope of the payment obligation resulting from the resale. Exceptions to this require the prior written agreement between the Contractor and the Purchaser.

(3) In all other respects, disposals of the reserved goods are inadmissible, in particular transfer by way of security or pledging.

(4) When foreclosure is carried out regarding the Purchaser's assets and the reserved goods are thereby affected, this must be communicated to the Contractor in writing immediately and by stating all necessary data (enforcement authority, file number), if necessary, accompanied by enforcement protocols.

(5) Items that have been made available to the Purchaser by the Contractor and that are not part of the work performance as such (e.g. drafts, construction drawings, tools etc.) remain the property of the Contractor.

9. Place of performance and jurisdiction

- (1) The place of performance is the registered office of the Contractor's branch office.
- (2) If the Purchaser is a Contractor, a legal entity under public law or public-law special property, the place of jurisdiction is the registered office of the Contractor's branch office.

10. Data protection

We store and process personal data (name, address, email, telephone) of the Purchaser and the natural persons acting for him, to the extent that this is necessary to process the contractual relationship. The data is stored for the duration of the business relationship and beyond this, for as long as legal retention periods exist, legal claims from the contractual relationship exist or can be asserted, or other factual or legal reasons justify storage.

The customer and the natural persons acting on his behalf are entitled to all legal remedies in connection with the data processing in accordance with the legal provisions, in particular the right to information about the data concerning him/her, correction, deletion or restriction of the processing or objection to the processing, to data transferability and filing a complaint with a supervisory authority.

11. Final provisions

- (1) The invalidity of individual provisions shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by a provision of equivalent economic value.
- (2) All declarations that affect the effectiveness of the contractual relationship must be made in writing. A change of the written form requirement requires the written form.
- (3) All rights and obligations arising from the contractual relationship existing between the Contractor and the Purchaser shall be exclusively governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG: United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980).
- (4) Purchasers from EC member states are obliged, in the case of intra-Community acquisitions, to pay compensation for damages incurred by the Purchaser
 - due to tax offences committed by the Purchaser himself or
 - due to incorrect or omitted information provided by the Purchaser about his circumstances relevant for taxation.
- (5) The delivered goods are intended to remain in the country of delivery agreed with the Purchaser. Goods subject to embargo regulations may not be exported by the Purchaser from the country of delivery. The delivered goods are subject, in particular, to German and European export controls and embargo regulations. It is the Purchaser's responsibility to inform himself about corresponding export and/or import regulations and/or restrictions and, if necessary, to obtain corresponding approvals. The Purchaser shall impose the above obligations on their own customers.

Rohrbach, 27/10/2020