

**General Terms and Conditions of Sale of RELINEEUROPE GmbH****§ 1****Scope of the General Terms and Conditions of Sale and Form**

- (1) Pursuant to the following provisions, these General Terms and Conditions of Sale ("Sales GTC ") shall apply to all business relations of RELINEEUROPE GmbH (hereinafter referred to as "RELINEEUROPE") with its customers (hereinafter referred to as "Customer") concerning the sale and/or delivery of existing, to be manufactured or to be produced movable Goods ("Goods") by RELINEEUROPE. The Sales GTC shall only apply if the Customer is an entrepreneur (Sec. 14 German Civil Code ("BGB")), a legal entity under public law or a special fund under public law. Insofar as these Sales GTC do not directly alter statutory provisions or exclude their application, the relevant statutory provisions shall complement the Sales GTC.
- (2) These Sales GTC shall also apply to future contracts without RELINEEUROPE having to refer to them again in each individual case. If RELINEEUROPE amends the Sales GTC and the amended version is provided to the Customer in text form or posted on the RELINEEUROPE website at [www.relineurope.com](http://www.relineurope.com), the amended version last provided or posted at the time of the respective order shall apply to any future contracts.
- (3) These Sales GTC shall apply exclusively; deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that RELINEEUROPE has expressly agreed to their validity. This requirement of consent shall apply in any case, for instance even if RELINEEUROPE does not object to the Customer's general terms and conditions and/or performs the service with knowledge thereof.
- (4) Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Sales GTC. For the content of such agreements, subject to proof to the contrary, a written contract or the written confirmation of RELINEEUROPE shall be authoritative.
- (5) Legally relevant declarations and notifications by the Customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction of purchase price) shall be made in writing, unless a stricter form is prescribed by law. Insofar as these Sales GTC or the contract require written form, written or text form (e.g. letter, e-mail, fax) shall be sufficient for this purpose.

**§ 2****Conclusion of contract**

- (1) Offers of RELINEEUROPE are subject to change and non-binding and do not constitute an offer to conclude a contract.
- (2) An order placed by the Customer shall constitute a binding offer to conclude a contract. Unless otherwise stated in the order, RELINEEUROPE shall be entitled to accept this offer of contract within two weeks after receipt by RELINEEUROPE.
- (3) The acceptance may be made either in writing (e.g. by order confirmation) or by implication (e.g. by performance or invoicing).
- (4) The Customer's offer shall specify the details of the respective order, in particular the type and scope of the services, remuneration and cost specifications. If the Customer does not determine these details, RELINEEUROPE may determine them itself at its equitable discretion.

**§ 3****Performance periods, performance dates and debtor's delay**

- (1) A performance period (e.g. delivery period) or a performance date (e.g. delivery date) shall be agreed individually or shall be specified by RELINEEUROPE when accepting the order.
- (2) RELINEEUROPE shall be entitled to partial performance.
- (3) If RELINEEUROPE is unable to meet a binding performance deadline or a binding performance date for reasons for which RELINEEUROPE is not at fault (non-availability of the performance), RELINEEUROPE shall inform the Customer thereof and at the same time notify the Customer of the expected new performance deadline or the new performance date. If the service is not available within the new performance period or on the new performance date, either, RELINEEUROPE shall be entitled to withdraw from the contract in whole or in part. In case of withdrawal, RELINEEUROPE will refund any consideration already paid by the Customer. A case of non-availability of the service in this sense is, in particular, the non-timely or non-contractual performance by RELINEEUROPE's suppliers, if RELINEEUROPE has concluded a congruent covering transaction and neither RELINEEUROPE nor its supplier is at fault or RELINEEUROPE is not obliged to procure an item in the individual case in question.
- (4) Whether debtor is in delay with its performance (e.g. delay of delivery) shall be determined in accordance with the statutory provisions. In any case, however, a written (cf. above sec. 1 cl. 5) reminder by the Customer shall be required. If RELINEEUROPE is in default of performance, the Customer may only claim a lump sum compensation for its damage caused by delay. The lump sum compensation shall amount to 0.5 per cent of the net price of the delayed performance (e.g. delivery value) for each completed calendar week of the delay, but in total not more than 5 per cent of the net price of the delayed performance. RELINEEUROPE

reserves the right to prove that the Customer has not suffered any damage or that the damage is significantly lower than the aforementioned lump sum.

- (5) The statutory rights of RELINEEUROPE, in particular in case of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected.

#### **§ 4**

#### **Delivery, Transfer of Risk, Acceptance and Default of Acceptance**

- (1) Delivery shall be EXW Incoterms 2020 ex warehouse RELINEEUROPE Rohrbach near Landau in der Pfalz, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Customer, the Goods may be shipped to another destination (mail-order purchase).
- (2) In the case of a mail-order purchase, the Customer shall bear the shipping costs from the warehouse and the costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes and other public charges shall be borne by the Customer. Unless otherwise agreed, RELINEEUROPE shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself.
- (3) The risk of accidental loss and accidental deterioration of the Goods shall transfer to the Customer at the latest upon handover. However, in the case of mail-order purchase to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall transfer to the Customer upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. Insofar as acceptance of delivery has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have occurred if the Customer is in default of acceptance.
- (4) If the Customer is in delay of acceptance, fails to cooperate or if the delivery of RELINEEUROPE is delayed for other reasons for which the Customer is responsible, RELINEEUROPE shall be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, RELINEEUROPE shall charge a lump-sum compensation in the amount of EUR 2.50 per square meter of storage space per calendar week or part thereof, commencing on the day following the end of the delivery period or the delivery date, or - in the absence of a delivery period and a delivery date - on the day following the notification by RELINEEUROPE that the Goods are ready for shipment. The proof of a higher damage and the legal claims (especially compensation of additional expenses, reasonable compensation, termination) of RELINEEUROPE shall remain unaffected. However, the lump sum is to be credited against further monetary claims. The Customer is allowed to prove that RELINEEUROPE has not suffered any damage at all or only a significantly lower damage than the above lump sum.

**§ 5**  
**Force majeure**

- (1) "Force Majeure" means the occurrence of an event or circumstance that prevents RELINEEUROPE from performing one or more of its obligations under the Contract and which is beyond its reasonable control, could not reasonably have been foreseen at the time of entering into the Contract and could not reasonably have been avoided or overcome by RELINEEUROPE.
- (2) In the absence of proof to the contrary, RELINEEUROPE shall be presumed to have suffered force majeure in the following events (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or governmental orders, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic (including COVID-19 pandemic), natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power; (vii) general labour unrest such as boycotts, strikes and lockouts, slowdowns, occupation of factories and buildings.
- (3) RELINEEUROPE shall promptly notify the Customer of a Force Majeure Event and shall then be relieved from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time the impediment makes it impossible for it to perform. If the notification is not made immediately, the release shall take effect from the time the notification is received by the Customer. If the effect of the asserted impediment or event is temporary, the consequences set forth above shall apply for as long as the asserted impediment prevents RELINEEUROPE from performing under the contract. If the duration of the asserted impediment has the effect of substantially depriving the parties of that which they had a right to expect by virtue of the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the hindrance exceeds 90 days.

**§ 6**  
**Export**

- (1) In the case of deliveries abroad, RELINEEUROPE's performance shall be subject to there being no obstacles to performance due to national or international regulations, in particular export control regulations as well as embargoes or other restrictions. The Customer is obliged to provide all information and documents required for the export/transfer/import of the Goods. Delays due to export inspections or approval procedures shall extend delivery dates and delivery periods of RELINEEUROPE accordingly.
- (2) Insofar as required export/transfer/import approvals are not given, the contract shall be deemed not to have been concluded. Claims for damages by the Customer are excluded in

this respect. All products subject to export restrictions shall be designated by RELINEEUROPE exclusively for use and retention in the country of delivery agreed upon with the Customer. If the Customer intends to re-export products, he is obliged to comply with the relevant export regulations. The Customer is prohibited from re-exporting products - individually or in system-integrated form - that are in violation of these provisions.

## **§ 7**

### **Consultations, clarifications and information**

- (1) Information provided by RELINEEUROPE on the subject matter of the performance (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) shall only serve to individualize the subject matter of the contract. They are not binding and are not quality characteristics, unless this is expressly agreed.
- (2) Insofar as RELINEEUROPE provides advice, in particular technical advice, or clarification or information to the Customer before or after conclusion of the contract, that RELINEEUROPE is not obliged to provide, RELINEEUROPE shall do so to the best of its knowledge. Unless expressly agreed otherwise, any advice, clarification or information given may not be relied on and may not lead to any obligation or (performance-related) collateral duty.

## **§ 8**

### **Prices and terms of payment**

- (1) Unless otherwise agreed in individual cases, RELINEEUROPE's current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax.
- (2) The payment is due and payable upon performance by RELINEEUROPE, unless otherwise agreed. However, RELINEEUROPE shall be entitled at any time, also within the scope of an ongoing business relationship, to render the services in whole or in part only against advance payment. RELINEEUROPE shall declare a corresponding reservation at the latest with the order confirmation.
- (3) Upon expiry of the payment period agreed upon in accordance with paragraph 2 above or otherwise, the Customer shall be in default. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. RELINEEUROPE reserves the right to claim further damages for default. With respect to merchants, RELINEEUROPE's claim to the commercial due date interest rate (sec. 353 German Commercial Code "HGB") shall remain unaffected.
- (4) If after conclusion of the contract it becomes apparent (e.g. by filing for insolvency proceedings) that RELINEEUROPE's claim to the price is jeopardized by the Customer's lack of ability to pay, RELINEEUROPE shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (sec. 321 BGB). In the case of contracts for the manufacture of non-fungible items (custom-made

products), RELINEEUROPE may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a time limit shall remain unaffected.

## § 9

### Retention of title

- (1) RELINEEUROPE shall retain title to the Goods sold until full payment of all present and future claims arising from the contract and an ongoing business relationship with the Customer (secured claims).
- (2) The Goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Customer shall immediately notify RELINEEUROPE in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) have access to the Goods belonging to RELINEEUROPE.
- (3) In case of breach of contract by the Customer, in particular in case of non-payment of the purchase price due, RELINEEUROPE shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the Goods on the basis of the retention of title. The demand for return does not constitute a declaration of withdrawal from the contract; rather, RELINEEUROPE is entitled to demand only the return of the Goods and to reserve the right of withdrawal. If the Customer does not pay the due purchase price, RELINEEUROPE may only assert these rights if RELINEEUROPE has first unsuccessfully set the Customer a reasonable deadline for payment or if a withdrawal without setting a deadline would be permissible according to the statutory provisions.
- (4) Until revoked in accordance with c) below, the Customer is authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
  - a) The retention of title shall extend to the products resulting from the processing, mixing or combining of the Goods at their full value, in which case RELINEEUROPE shall be deemed to be the manufacturer. If in case of processing, mixing or combining with Goods of third parties their right of ownership remains, RELINEEUROPE shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Goods. Otherwise, the same shall apply to the resulting product as to the Goods delivered under retention of title.
  - b) The Customer hereby assigns to RELINEEUROPE by way of collateral all claims against third parties arising from the resale of the Goods or the product in total or in the amount of RELINEEUROPE's co-ownership share, if any, in accordance with the preceding paragraph.
  - c) The Customer shall remain authorized to collect the claim in addition to RELINEEUROPE. RELINEEUROPE undertakes not to collect the claim as long as the Customer meets his payment obligations towards RELINEEUROPE, there is no deficiency in his ability to pay and RELINEEUROPE does not assert the retention of title

by exercising a right according to paragraph 3. If this is the case, however, RELINEEUROPE may demand that the Customer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, RELINEEUROPE is entitled in this case to revoke the Customer's authorization to further sell and process the Goods subject to retention of title.

- d) If the realizable value of the securities exceeds the claims of RELINEEUROPE by more than 10 per cent, RELINEEUROPE shall release securities of RELINEEUROPE's choice upon the Customer's request.

## **§ 10**

### **Claims for defects of the Customer**

- (1) The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly, defective assembly, operating or operating instructions), unless otherwise stipulated below. In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed Goods to a consumer, even if the consumer has processed them further (supplier's recourse pursuant to sec. 445a, 445b, 478 BGB). Claims arising from supplier recourse shall be excluded if the defective Goods have been further processed by the Customer or another entrepreneur, e.g. by incorporation into another product.
- (2) The basis of RELINEEUROPE's liability for defects is primarily the agreement made on the quality of the Goods. All product descriptions and manufacturer's specifications that are the subject of the individual contract or that were publicly announced by RELINEEUROPE (in particular in catalogues or on its own website) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the Goods.
- (3) Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory regulation whether a defect exists or not (sec. 434 cl. 1 clauses 2 and 3 BGB). However, RELINEEUROPE shall not be liable for public statements of the manufacturer or other third parties (e.g. advertising statements) that the Customer has not indicated to RELINEEUROPE as being decisive for the purchase.
- (4) The Customer's claims for defects shall be subject to the Customer having complied with its statutory obligations to examine the Goods and having given notice of defects (sec. 377, 381 HGB). In the case of Goods intended for further processing or installation, an inspection must be carried out in any case before processing or installation. If a defect becomes apparent upon delivery, inspection or at any later time, RELINEEUROPE shall be notified thereof in writing without delay. In any case, RELINEEUROPE shall be notified in writing of obvious defects within five (5) calendar days from delivery and defects not apparent upon inspection within the same period from discovery.
- (5) If a defect or a possible defect becomes apparent during the processing or treatment of the Goods or if a case of damage or a possible case of damage which could be (partly) caused by

a defect in the Goods becomes apparent, the Customer shall notify RELINEEUROPE immediately by telephone while the Goods are still being processed or treated. The Customer shall also immediately give RELINEEUROPE the opportunity to comment on any discontinuation or continuation of the processing. In addition, the information must be sent to RELINEEUROPE in writing within two calendar days after discovery of the defect.

- (6) If the Customer fails to provide a timely and proper notice of defect in accordance with the above Sec. 10 cl. 4 and/or 5, RELINEEUROPE shall not be liable for the defect not reported and/or not reported in a timely or proper manner.
- (7) If the delivered item is defective, RELINEEUROPE may first choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a non-defective item (replacement). RELINEEUROPE's right to refuse subsequent performance under the statutory conditions shall remain unaffected.
- (8) RELINEEUROPE shall be entitled to make the subsequent performance owed dependent on the Customer paying the purchase price due.
- (9) The Customer shall give RELINEEUROPE the time and opportunity required for the subsequent performance owed, in particular to hand over the Goods complained about for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective item to RELINEEUROPE in accordance with the statutory provisions. The supplementary performance shall neither include the removal of the defective item nor re-installation.
- (10) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, shall be borne or reimbursed to the Customer by RELINEEUROPE in accordance with the statutory provisions, provided there is actually a defect. Otherwise, RELINEEUROPE may demand reimbursement of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not apparent to the Customer.
- (11) If the supplementary performance has failed or a reasonable period set by the Customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there shall be no right of withdrawal.
- (12) The Customer's statutory claims for damages or reimbursement of futile expenses due to defects shall not be governed by the above provisions, but by section 11.

**§ 11**  
**Liability for damages**

- (1) RELINEEUROPE's liability for damages or reimbursement of futile expenses shall be governed by the statutory provisions, whereby liability for fault - irrespective of the legal grounds - shall be subject to the restrictions set forth in the following paragraphs.
- (2) RELINEEUROPE shall only be liable for damages if RELINEEUROPE has caused such damages intentionally or by gross negligence or if RELINEEUROPE has negligently breached a material contractual obligation (cf. paragraph 3). RELINEEUROPE shall be liable in the event of a breach of material contractual obligations due to simple negligence only for the foreseeable damage typical for the contract at the time of the conclusion of the contract. Liability for damages caused by the breach of non-essential contractual obligations due to simple negligence is excluded. The exclusion of liability and the limitation of liability shall not apply to claims for damages arising from the delay in performance (damage caused by delay) and from warranty, insofar as RELINEEUROPE has fraudulently concealed a defect or has assumed a (quality) guarantee. Furthermore, the exclusion and limitation of liability shall not apply to damages to life, body or health or in other cases of mandatory unlimited liability.
- (3) "Material contractual obligations" within the meaning of the above paragraph 2 are obligations that protect the Customer's legal positions material to the contract, which the contract is intended to grant to the Customer according to its content and purpose; furthermore, material contractual obligations are obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose fulfilment the Customer has regularly relied and may rely.
- (4) The above liability provisions shall also apply in case of breaches of duty by or in favour of persons whose fault RELINEEUROPE is responsible for according to statutory provisions.

**§ 12**  
**Statute of Limitations**

- (1) Claims for damages by the Customer (i) under the Product Liability Act, (ii) for damage to life, body or health and (iii) for damage resulting from intent or gross negligence shall be subject exclusively to the statutory limitation periods. In all other respects, the statute of limitations for claims by the Customer shall be governed by the statutory provisions, unless otherwise provided below.
- (2) In deviation from sec. 438 cl. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- (3) Special statutory provisions on the limitation period (in particular sec. 438 cl. 3, sec. 444 and sec. 445b BGB) shall remain unaffected.

- (4) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Customer subject to the regular statutory limitation period (Sec. 195, 199 BGB) which are based on a defect of the Goods, unless the application of the regular statutory limitation period would lead to an earlier limitation period in the individual case.

**§ 13**  
**Property rights**

- (1) RELINEEUROPE shall retain title and copyright to all offers and cost estimates submitted by RELINEEUROPE as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents, aids and data made available to the Customer. The Customer may not make these items and data accessible to third parties, disclose them, use them itself or through third parties or reproduce them without the express consent of RELINEEUROPE, neither as such nor in terms of content or in extracts.
- (2) Upon RELINEEUROPE's request, the Customer shall return such items in their entirety to RELINEEUROPE and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The Customer undertakes not to remove manufacturer's information, in particular copyright notices, or to change them without the prior consent of RELINEEUROPE.

**§ 14**  
**Set-off, right of retention**

The Customer may only offset or derive a right of retention from counterclaims that have been acknowledged by RELINEEUROPE, are undisputed or have been established by a court of law. Furthermore, the Customer shall be entitled to set-off against claims for damages due to defective performance or non-performance, provided they are based on the same contractual relationship, as well as against synallagmatically linked counterclaims. The Customer's rights to refuse performance shall remain unaffected.

**§ 15**  
**Choice of law and place of jurisdiction**

- (1) These Sales GTC and the contractual relationship between RELINEEUROPE and the Customer shall be governed by the substantive law of the Federal Republic of Germany, excluding the law on conflicts of law and international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- (2) Exclusive — also international — place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of RELINEEUROPE. However, RELINEEUROPE shall also be entitled in all cases to bring an action at the place of performance of the obligation to perform in accordance with these Sales GTC or a prior individual agreement or at the general place of jurisdiction of the Customer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

**§ 16**  
**Severability clause**

Insofar as the contract or these Sales GTC contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these Sales GTC if they had been aware of the loophole.

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