

## A. General provisions

### A.1 Validity and application of the T&Cs

A.1.1. These General Terms and Conditions of Service and Delivery shall apply to all business transactions between

- bsb-bentlage GmbH, registered at the Court of Bielefeld HRB 42235; Sattelmeyerweg 11, 33609 Bielefeld; Managing Directors: Christopher Hettlage, Sascha Tölke, Hans Vonk; VAT ID no. DE 307 339 542,

a company of the BENTLAGE group – hereinafter referred to as BENTLAGE – and

- the recipient (buyer, client, purchaser), hereinafter referred to as the Client.

A.1.2. These Terms and Conditions shall apply, in addition to the express contractual agreements, always and only to the contractual relationship between BENTLAGE and the Client.

A.1.3. They shall also apply to all subsequent transactions, even if no separate reference is made to them in any individual case.

A.1.4. Any terms and conditions stipulated by the Client shall not apply, regardless of whether an objection is expressed by BENTLAGE in any individual case.

A.1.5. Any terms and conditions deviating from, supplementing or contradicting these Terms and Conditions as stipulated by the BENTLAGE group shall only apply if they have been expressly agreed in writing and signed by both parties. Terms and conditions in this sense particularly include quality assurance agreements, quality management agreements, service interface agreements, logistics guides etc.

A.1.6. Even if the formal requirement as set out in the above item is met for individual clauses of the business partner, references between different clauses by the business partner in question shall be of a declaratory/informational nature only and the provisions contained therein shall not be binding. In order for the individual clauses to be binding, each of them must be set out as described in the above item.

### A.2 Interpretation of the T&Cs

A.2.1. Different legal systems may attribute different meanings to the same words. In versions of these BENTLAGE group Terms and Conditions in languages other than German, the German legal meaning of the corresponding words shall be the authoritative one.

A.2.2. All headings in the BENTLAGE group's Terms and Conditions are solely for the purpose of clarity and shall have no effect on the meaning and interpretation of the individual provisions.

### A.3 Place of jurisdiction

The sole place of jurisdiction for any dispute arising from business transactions with the Client is the registered office of BENTLAGE.

### A.4 Choice of law

German law shall be exclusively applicable, to the exclusion of international uniform law and in particular of the UN Convention on Contracts for the International Sale of Goods.

### A.5 Definitions

A.5.1. Any declarations transmitted in text form (such as by fax or email) must also be regarded as written declarations of knowledge and intent within the meaning of the BENTLAGE Terms and Conditions.

A.5.2. A delivery deadline refers to a moment in time, a particular day, a calendar week or similar on which the delivery must take place.

A.5.3. A delivery period refers to a time period during which a delivery must take place.

A.5.4. Delivery time is the umbrella term for delivery deadlines and delivery periods.

A.5.5. Call-off orders are agreements in which legally binding agreements on product specifications, a particular price and a

particular delivery volume have already been reached. In general, these also include agreements on the storage of goods until call-off.

A.5.6. Framework supply agreements are contracts in which binding agreements have been reached with regard to contractual objects, and generally also with regard to the price and product specifications, but a binding delivery agreement shall only take effect when a separate agreement is signed by the Client and BENTLAGE.

A.5.7. A delivery agreement refers to an agreement on the delivery of goods, but also to service or work agreements.

A.5.8. Terms of service and delivery are the terms contained in this document. They are also referred to as "T&Cs" or "these Terms and Conditions".

A.5.9. An item refers to a section or a particular clause of these terms of service and delivery that are marked with a reference number. References to a clause or an entire section will arise from the context of the reference in question.

## B. General terms of service

### B.1 Range of services/advice

B.1.1. BENTLAGE's range of services does not end with the simple delivery of goods, but also includes services and the fulfilment of service contracts [Werkvertrag].

B.1.2. Unless otherwise agreed in these T&Cs or in the relevant delivery agreement, the individual contractual obligations of the type of agreement shaping them shall be set out accordingly and shall, unless otherwise set out in these terms of delivery and service, comply with the resulting legal frameworks for liability and, if applicable, warranty. In this respect, the legislation on the sale of goods (Section 651 of the German Civil Code (BGB)) shall apply.

B.1.3. BENTLAGE shall advise the Client at the Client's request only. The absence of a statement shall not constitute advice.

B.1.4. Advice from BENTLAGE on products shall extend only to the nature of BENTLAGE's own products, but not to their use by the Client or the Client's customers; if advice is given nonetheless on their application by the Client or the Client's customers, such advice shall not be binding.

B.1.5. Advice from BENTLAGE shall, as advice relating to products and services, extend only to the contractual services agreed upon by BENTLAGE. BENTLAGE's advisory services are based solely on empirical values from its own business and incorporate state-of-the-art knowledge and technology with non-binding effect only.

B.1.6. If services such as advisory services, initial sampling, inspection planning, FMEA, special documentation, complaints processing according to particular standards, declarations of original preferences etc. are not agreed upon separately and remunerated separately, any obligations to carry them out shall under no circumstances constitute essential contractual obligations.

### B.2 Business organisation

B.2.1. If the Client has particular requirements for BENTLAGE's business organisation for approval as a supplier or the conclusion of delivery agreements, these may not give rise to any requirements for BENTLAGE to exercise particular care in fulfilling its agreed contractual obligations. It is the Client's sole responsibility to assess whether there are any particular requirements corresponding to BENTLAGE on the part of the Client. BENTLAGE shall provide the Client with appropriate information on its business organisation and mode of operation on request before the contract is signed. BENTLAGE shall also grant the Client the opportunity to conduct a supplier audit. However, the Client itself shall remain responsible for verifying the information provided and the resulting decisions.

B.2.2. Furthermore, BENTLAGE makes it clear that BENTLAGE only undertakes to deliver goods and never undertakes to carry out the production of those goods. BENTLAGE therefore expressly reserves the right to procure fulfilment actions from

subcontractors or to arrange for subcontractors to carry out fulfilment actions that are to be performed, including as part of warranty claims.

B.2.3. A business organisation, mode of operation or certification status that differs from the Client's requirements shall have no effect on existing binding agreements and contracts. In particular, such a difference shall not provide an entitlement to terminate delivery agreements or to enforce rights of retention.

### **B.3 Order preparation, conclusion of contract**

B.3.1. Quotations given by BENTLAGE shall be non-binding.

B.3.2. The initial processing of a quotation shall generally be free of charge. Additional quotation and drafting work shall only be free of charge to the extent that the delivery agreement is concluded.

B.3.3. If the Client requests the preparation of quotations requiring an increased workload because, for example, they require investigations and potentially material or production tests to be carried out or production, quality or logistics plans to be drawn up, the Client must bear all reasonable costs of preparing the quotation even if the contract is not awarded.

B.3.4. The parties should describe the product and performance specifications in a separate document. In particular, colour and light fastness, moisture, heat and weather resistance and drawings, illustrations, dimensions, weights and other performance data must be agreed in writing for reasons of substantiation.

B.3.5. The Client shall point out any deviations in the order from BENTLAGE's (non-binding) quotation or shall indicate them separately.

B.3.6. The delivery agreement shall be concluded by the Client's placement of an order and BENTLAGE's acceptance of the order in the form of an order confirmation. The order confirmation shall be authoritative with respect to content.

B.3.7. Any performance listings, product specifications, general specifications, descriptions and photographs of our goods and products in technical documents, catalogues, prospectuses, circulars, displays and price lists etc. shall only be legally binding if they are expressly referred to in the order confirmation.

B.3.8. Any missing, erroneous, divergent or incomplete specifications shall be deemed expressly not to have been agreed and shall not form the basis for any obligation on the part of BENTLAGE, whether for the purposes of fulfilment and warranty claims or for the purposes of claims for damages.

B.3.9. Deviations from the order confirmation shall be deemed to have been approved unless the Client raises an immediate objection.

B.3.10. We point out that, for contractual changes after the fact and agreements on the acceptance of a guarantee, only the senior management is authorised to represent the company in matters of assurances of quality and acknowledgements of legal obligations, particularly warranty obligations, above and beyond the quality agreement. Any such agreements shall only have effect if they are drawn up in writing and signed by BENTLAGE's senior management.

### **B.4 Amendments**

B.4.1. If the Client wishes to amend an agreement that has already been concluded with binding effect, BENTLAGE shall submit a corresponding amendment offer including a binding period.

B.4.2. Any subsequent amendments instigated by the Client, including machine stoppages resulting therefrom, shall be billed to the Client. Subsequent amendments also include repeat sample proofs requested by the Client due to slight deviations from the presented information.

B.4.3. BENTLAGE reserves the right to make technical amendments to the terms of delivery or service that do not place the contractual objective at risk.

### **B.5 Industrial property rights**

B.5.1. A transfer or concession to the Client of intellectual property rights and copyright, and in particular of existing industrial property rights, held by BENTLAGE shall not form part of

the delivery or service to be performed by BENTLAGE. The nature and scope of the usage and intellectual property rights to be conceded remain subject to a separate contractual agreement.

B.5.2. The operating items used by BENTLAGE in order to carry out the order, such as data, films, lithographs, tools and printing media, shall remain the property of BENTLAGE even in the event of separate billing and shall not be handed over; any copyright shall be held by BENTLAGE.

B.5.3. All ideas and documents drawn up by BENTLAGE, particularly templates, dummies, sketches, drafts, technical information, lithographs, test prints etc., shall be protected as BENTLAGE's intellectual property and must not be used or exploited in any form without BENTLAGE's consent unless such products are created exclusively in accordance with the Client's specifications and requirements.

B.5.4. If BENTLAGE creates products according to drawings, models, templates or other technical documents supplied by the Client or processes requested by the Client, the Client shall be responsible for ensuring that this is done without violating any third-party intellectual property rights.

B.5.5. If any third party prohibits BENTLAGE from, in particular, manufacturing and delivering any products created in this way by citing existing intellectual property rights, BENTLAGE shall be entitled to discontinue any further activity to the relevant extent without being obliged to review the legal situation, and to refuse to perform the service until the factual and legal situation has been clarified.

B.5.6. The Client must release and defend BENTLAGE from, and indemnify BENTLAGE against, all obligations, costs, damages, claims and expenses that BENTLAGE may incur with respect to any claim or complaint by a third party relating to documents supplied by the Client or associated with such documents.

B.5.7. The parties will inform each other immediately of any violations or suspected violations of third-party rights of which they become aware.

### **B.6 Delivery time**

B.6.1. The agreed delivery deadline is the time specified in the order confirmation. BENTLAGE may also deliver before this deadline if the order confirmation does not expressly specify just-in-time delivery.

B.6.2. If the order confirmation does not specify a delivery deadline but rather a delivery period, this period shall commence when the order confirmation is received by the Client, but in any case no earlier than when the documents, approvals, call-offs and delivery addresses to be provided by the Client have been submitted, all the details of the order have been clarified and the Client has provided the agreed down payments or securities and granted the agreed production approvals.

B.6.3. The delivery deadline shall be delayed by an appropriate period if the Client is late in providing the above. BENTLAGE shall set the new delivery period at its own discretion taking into account the Client's interests, and shall inform the Client of it immediately.

B.6.4. The delivery period shall be extended as appropriate in the event of unforeseen impediments to performance that could not have been avoided by BENTLAGE even by exercising a degree of care appropriate to the circumstances, e.g. total or partial failures on the part of subcontractors or commodity suppliers or unforeseen production stoppages. This shall only apply if BENTLAGE informs the Client immediately upon becoming aware of the situation. The legal provisions on inability to perform shall remain unaffected.

B.6.5. If the Client requests any changes to the order after it has been confirmed, the delivery period shall only commence when BENTLAGE has confirmed or rejected the change; the original agreed delivery time shall be cancelled. In such an event, a delivery time shall be agreed upon by the parties even if no change is made to the agreement.

B.6.6. The delivery time shall be deemed to have been observed if the delivered product or the performance object has left BENTLAGE's facility or BENTLAGE has indicated that it is ready for collection by the delivery time.

### **B.7 Shipping/assumption of risk**

B.7.1. BENTLAGE reserves the right to choose the shipping method unless a particular shipping method has been expressly

agreed. The assumption of risk and costs shall be subject to EXW under INCOTERMS® 2010.

B.7.2. The place of fulfilment shall be BENTLAGE's facility. If the goods are delivered to the Client directly from a production site that is different from this location, the place of fulfilment shall be the location of that production site. If the parties have not reached any express agreement on the delivery of the goods from a different production site, BENTLAGE reserves the right to stipulate this, taking into account the Client's interests.

B.7.3. The delivery shall only be insured at the Client's request and expense.

B.7.4. The above provisions shall apply even if the parties have expressly agreed on shipping and if BENTLAGE transports the goods itself.

B.7.5. If the goods are damaged or lost during transport, a stock-take shall be arranged immediately and BENTLAGE shall be informed. Any claims arising from damage during transport must immediately be enforced against the carrier by the Client.

## **B.8 Late acceptance/storage**

B.8.1. The Client shall be late in accepting the goods if the goods have been made available for collection at the place of fulfilment and BENTLAGE has notified the Client that they are ready for shipping or collection. If shipping has been expressly agreed or if BENTLAGE is transporting the goods itself, the Client shall be deemed to be late in accepting the goods if it refuses to accept them at the destination.

B.8.2. If acceptance is more than two weeks late, BENTLAGE shall be entitled to determine a suitable storage location for the goods and to take them there at the Client's risk and expense. If, in the event of late acceptance, BENTLAGE stores the goods in a warehouse, any liability for damage or loss of the goods shall be excluded.

B.8.3. BENTLAGE is also not obliged to insure goods in storage.

B.8.4. In the event of storage on BENTLAGE's premises, BENTLAGE may demand compensation for expenses amounting to 0.5% of the invoice amount for each month or part of a month, but in any case no less than €30 and no more than 5% of the invoice amount. The possibility of demonstrating higher or lower costs remains open to the parties.

B.8.5. The provisions of the above paragraphs shall also apply in the event that the dispatch is delayed by mutual agreement at the Client's request.

B.8.6. If the storage of finished goods on BENTLAGE's premises for a limited time has been expressly agreed on an exceptional basis, BENTLAGE shall not be liable for any damage that may occur despite reasonable care having been taken. Any agreements to the contrary in call-off orders and the provisions in this item remain unaffected.

## **B.9 Call-off orders/framework supply agreements**

B.9.1. In a call-off order, the delivery deadline specified in the respective call-off for the partial delivery is the authoritative deadline, provided that the specified deadline is consistent with the provisions of the call-off agreement and BENTLAGE does not raise an objection within five working days.

B.9.2. If call-off deliveries are not called off within four weeks following an agreed call-off deadline, BENTLAGE shall be entitled to demand payment.

B.9.3. If no call-off deadlines are expressly agreed upon in a call-off agreement, monthly call-off deadlines shall be considered to have been agreed upon. The respective call-off volumes shall be obtained by dividing the total order volume by 12. Items B.8.2 to B.8.5 apply analogously.

B.9.4. By derogation from items B.3.6 to B.3.8, B.3.10 and B.6, orders placed on the basis of framework supply agreements shall be governed by the special arrangements of the framework supply agreement.

B.9.5. If a call-off agreement or a framework supply agreement contains incomplete, ambiguous or incomprehensible provisions on the method of concluding the contract for the individual delivery agreements or on the specification of the delivery deadline, or if such provisions have no effect, items B.3 and B.6 shall apply.

## **B.10 Partial deliveries/overdelivery or underdelivery**

B.10.1. BENTLAGE shall be entitled to deliver 10% more or less than specified for any delivery without this being deemed to constitute a breach of its obligations. Partial deliveries are also permissible to the extent acceptable to the Client.

B.10.2. If BENTLAGE makes use of its right to make partial deliveries, underdeliveries or overdeliveries, the Client may not withhold payment on this basis.

## **B.11 Impediments to performance**

B.11.1. In cases of force majeure, BENTLAGE shall be released from the corresponding obligation to perform the contractual obligations and from any liability for damages or any other contractual remedy for breach of contract as of the time when the impediment makes it impossible for BENTLAGE to deliver or perform the service, provided that this is notified to the Client without delay. If the notification is not made immediately, the exemption shall take effect from the time when the notification is received by the Client. Services already rendered by the Client shall be reimbursed to the Client by BENTLAGE without delay.

B.11.2. "Force Majeure" means the occurrence of an event or circumstance which prevents BENTLAGE from performing one or more of BENTLAGE's contractual obligations under the Contract if and to the extent that BENTLAGE proves that: (a) such hindrance is beyond the reasonable control of BENTLAGE; and (b) it was not reasonably foreseeable at the time of entering into the Contract; and (c) the effects of the hindrance could not reasonably have been avoided or overcome by BENTLAGE. Until proven otherwise, force majeure shall be presumed to exist in the following events:

- (i) War (declared or undeclared), hostilities, attacks, acts of foreign enemies, large-scale military mobilisation;
- (ii) Civil war, riots, rebellions and/or revolutions, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
- (iii) Currency and trade restrictions, embargos, sanctions;
- (iv) Lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation;
- (v) Plagues, epidemics, natural disasters or extreme natural events;
- (vi) Explosions, fires, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power;
- (vii) General labour unrest such as boycotts, strikes and lock-outs, slowdowns, occupations of factories and buildings.

B.11.3. If the effect of the asserted impediment or event is temporary, the consequences set out in Clause 1 shall apply only for as long as the asserted impediment prevents BENTLAGE from performing under this Contract.

B.11.4. If the duration of the asserted impediment has the effect that the contracting parties are substantially deprived of what they could reasonably expect by virtue of this Contract, both contracting parties shall be entitled to terminate this Contract by notifying the other contracting party within a reasonable period of time. Unless otherwise agreed upon, the contracting parties expressly agree that this Contract may be terminated by either party if the duration of the impediment exceeds 60 days.

B.11.5. Furthermore, BENTLAGE shall be entitled to withdraw from this Contract to the extent that BENTLAGE, through no fault of BENTLAGE, is not supplied by one of BENTLAGE's suppliers despite the supplier's contractual obligation and is therefore unable to meet delivery or performance obligations vis-a-vis the Client. In this case, BENTLAGE shall immediately inform the Client of the non-availability of the delivery item or service and shall immediately reimburse the Client for any services rendered.

B.11.6. BENTLAGE shall also be entitled to the rights set out in B.11 to the extent that BENTLAGE was already in default when these circumstances occurred.

## **B.12 Retention of ownership/right of lien**

B.12.1. BENTLAGE shall retain ownership of all contractual objects until all claims to which BENTLAGE is entitled on the basis of the business relationship with the Client have been settled in full.

B.12.2. BENTLAGE shall retain all property rights and copy-right pertaining to the illustrations, drawings, calculations and other (technical) documentation that have been handed over.

B.12.3. If BENTLAGE's property is processed, linked or mixed with the property of another party, BENTLAGE shall acquire ownership of the new object in accordance with Section 947 BGB.

B.12.4. If processing, linking or mixing takes place in such a way that the other party's input is deemed to be the primary object, BENTLAGE shall acquire ownership to the extent of BENTLAGE's input in proportion to the third party's input at the time of processing, linking or mixing.

B.12.5. If BENTLAGE acquires ownership of an object as a result of its input, BENTLAGE shall retain ownership of that object until all existing claims arising from the business relationship with the Client have been settled.

B.12.6. The Client is obliged to store reserved goods with care and, if necessary, to carry out maintenance and repair work in a timely manner at its own expense. The Client must insure the reserved goods at its own expense against loss and damage. Insurance entitlements arising from cases of damage must be transferred to BENTLAGE.

B.12.7. The Client shall be entitled to sell on the object (jointly) owned by BENTLAGE in the ordinary course of business, provided that it meets its obligations arising from the business relationship with BENTLAGE. The claim arising from the sale to the extent, as transferred to BENTLAGE, of the value of BENTLAGE's input secured by the retention of ownership in proportion to the total value of the goods sold. The Client shall remain entitled to collect this claim even after the transfer. BENTLAGE's authority to collect this claim itself remains unaffected.

B.12.8. The Client's right of disposal of the goods subject to retention of ownership by BENTLAGE and its right to collect the claims transferred to BENTLAGE shall lapse if and when the Client ceases to meet its payment obligations and/or an application to initiate insolvency proceedings is filed. In the above-mentioned cases relating to the Client, BENTLAGE shall be entitled to recover the goods delivered subject to retention of ownership without warning.

In addition, no warning shall be required even if BENTLAGE could withdraw from the agreement under Section 323 BGB and/or Section 324 BGB and demands the return of the reserved goods from the Client on these grounds and/or provides notification of having cancelled the debit authorisation. In such an event, the return demand or the cancellation of the debit authorisation shall not constitute a declaration of withdrawal.

B.12.9. The Client shall inform BENTLAGE immediately in the event of any risks to BENTLAGE's reserved property, particularly in the event of insolvency, inability to pay or of any enforcement measures. At BENTLAGE's request, the Client must supply all necessary information on the stock of goods (jointly) owned by BENTLAGE and on the claims transferred to BENTLAGE, and inform its customers of the transfer. The Client shall support BENTLAGE in taking any measures necessary in order to protect BENTLAGE's (joint) property and shall bear the resulting costs.

B.12.10. By reason of all claims arising from the agreement, BENTLAGE shall have a right of lien to those objects of the Client's of which BENTLAGE has acquired ownership as a result of the agreement. The right of lien may also be enforced by reason of claims from previous deliveries or services if these are connected to the delivery or service object.

The right of lien shall apply to any other claims arising from the business relationship provided that they are recognised or determined to be legally binding. Sections 1204 et seqq. BGB and Section 50 (1) of the German Insolvency Statute (Insolvenzordnung) shall apply analogously.

B.12.11. If the realisable value of the collateral exceeds BENTLAGE's claims by more than 10%, BENTLAGE shall, at the Client's request, release collateral to this extent at its own discretion.

### **B.13 Prices**

B.13.1. Unless otherwise agreed, the agreed prices shall be net prices, excluding, in particular, packaging costs, shipping costs and all taxes and duties, especially the incurred value-

added tax. The assumption of costs shall be subject to EXW under INCOTERMS® 2010. The place of fulfilment for payments is the registered office of BENTLAGE.

B.13.2. Discounts and rebates shall only be granted by separate agreement.

B.13.3. BENTLAGE may bill for packaging costs separately and shall proceed in accordance with the statutory provisions of Section 4 of the German Packaging Ordinance (VerpackV).

B.13.4. BENTLAGE shall be entitled to change the agreed price as appropriate if changes occur before or in the course of the execution of the order because the statements made and documents provided by the Client were inaccurate or changes are otherwise requested by the Client.

B.13.5. The Client shall be obliged to reimburse BENTLAGE for any costs arising from requirements for BENTLAGE to pay value-added tax, import turnover tax or any similar taxes either in Germany or abroad after the order is placed, e.g. under Section 6 a IV of the German VAT Act (UStG). This obligation shall also arise if the relevant taxes, particularly value-added tax, is not included in our bill because the bill was drawn up under the assumption of an "intra-community delivery" within the meaning of Section 4 no. 1 b in conjunction with Section 6 a UStG.

### **B.14 Terms of payment**

B.14.1. BENTLAGE shall be entitled to demand a suitable advance payment upon conclusion of the agreement. Payments shall be due immediately unless otherwise agreed. Interest shall not be paid for this.

B.14.2. Unless otherwise agreed, invoices shall fall due within 30 days net from the invoice date. Partial payments are not permitted. In the event of non-payment or incomplete payment, the Client shall be deemed to be in default of payment without further warning.

B.14.3. Payment by bill of exchange or cheque is not permitted. Payment by credit against the Client's settlement costs is also excluded unless a separate written agreement has been concluded and signed by the senior management of BENTLAGE.

B.14.4. If BENTLAGE has any additional open claims against the Client and the Client does not make payment for a particular claim, BENTLAGE shall be entitled to specify the open claim for which the payment was made.

B.14.5. In the event of default of payment – including partial payments – on the part of the Client, BENTLAGE may demand interest on arrears of 10 percentage points above the base rate. The substantiation of and claims for damages above and beyond this remain unaffected.

B.14.6. The Client shall only be entitled to rights of offset against any of BENTLAGE's claims if the counterclaim is recognised or determined to be legally binding.

B.14.7. The transfer of claims made against BENTLAGE requires BENTLAGE's approval.

B.14.8. The Client shall only be entitled to a right of retention if the counterclaim is based on the same contractual relationship and is recognised or determined to be legally binding, or if BENTLAGE has committed a material breach of its obligations arising from the same contractual relationship despite having received a written warning and has not offered adequate security.

If a service or delivery performed by BENTLAGE is undisputedly defective, the Client shall remain entitled to the right of retention under Section 320 BGB provided that the withheld amount is reasonably proportionate to the defects and the expected cost of rectifying them.

B.14.9. If, after the last declaration of intent on the part of BENTLAGE aimed at the conclusion of the agreement, the financial situation of the Client worsens significantly, BENTLAGE may request an advance payment or security at BENTLAGE's discretion for all services and deliveries still to be carried out on the basis of agreements arising from the same legal relationship (Section 273 BGB).

If the Client does not comply with this request, BENTLAGE may immediately issue a bill and request payment for all goods or withdraw from all agreements arising from the business relationship.

If the contractually agreed goods have not yet been produced, BENTLAGE may withdraw from all agreements arising from the business relationship (Section 273 BGB) and claim compensation.

## **B.15 Obligations to inspect and notify of defects**

B.15.1. Services provided by BENTLAGE, particularly deliveries of goods, drawings, templates, proposals for execution and similar, must be inspected by the Client immediately upon hand-over to ensure that they are usable and correct. The Client may do such inspections by pulling adequate and meaningful random samples. The provisions of Section 377 of the German Commercial Code (HGB) shall apply.

B.15.2. Claims for obvious defects must be made in writing or by email to BENTLAGE immediately, and in any case no later than four working days after their occurrence at the destination, precisely indicating the specific complaints. In the event of a direct delivery of the goods, the defect notification period shall be extended to five working days.

B.15.3. The Client will inspect the goods before integrating them into its own goods for optical and tactile defects and will see if the goods have deviating characteristics while processing them. He is obliged to notify BENTLAGE immediately of any such defect or deviation according to Section 377 of the German Commercial Code (HGB).

B.15.4. The use of defective deliveries or services is not permitted. If a defect could not be identified upon receipt of the goods or provision of the service, any further use of the delivery or service object after the defect has been discovered must be discontinued immediately. The Client shall bear the burden of proof of the existence of a hidden defect.

B.15.5. The Client is obliged to provide BENTLAGE with a reference sample from the affected delivery.

B.15.6. The defect notification shall not free the Client from its payment obligations.

B.15.7. The Client shall bear the costs caused by unjustified defect notifications and defect rectification requests.

## **B.16 Warranty/rectification**

B.16.1. If subjective requirements for the delivery items and services have been agreed upon between BENTLAGE and the Client, e.g. by specifications to be complied with, a material defect within the meaning of § 434 of the German Civil Code (BGB) shall only exist if the delivery items and services do not comply with these subjective requirements. Any deviating objective requirements within the meaning of § 434 Para. 3 BGB are irrelevant in this respect.

B.16.2. Declarations of conformity, quality agreements or specifications issued by BENTLAGE do not constitute guarantees and do not establish strict liability. In particular, they do not release the Client from the Client's obligation to check the goods for their suitability for the respective application before processing – also by carrying out appropriate analyses.

B.16.3. If the service or delivery performed by BENTLAGE is defective, BENTLAGE shall be obliged to rectify the defect. This rectification shall be carried out either by eliminating the defect, by delivering non-defective goods or by means of a credit, at BENTLAGE's discretion.

B.16.4. The costs of rectification shall be borne by BENTLAGE according to Section 439 German Civil Code (BGB).

B.16.5. Unless otherwise agreed upon in the delivery agreement goods cannot be subject of a complaint

- if the claimed deviations in the dimensions of the delivery or service may be characterised as common in the industry or on the market, or
- if the colour reproductions in all production processes deviate slightly from the original. The same applies to comparisons between other presented information (e.g. proofs) and the end product.

B.16.6. Defects in part of the delivered goods shall not entitle the Client to make a complaint relating to the entire delivery unless the partial delivery is of no interest to the Client.

B.16.7. For the purposes of carrying out rectifications and replacement deliveries owed under warranty, the Client must grant BENTLAGE the necessary time and opportunity. In urgent

cases, the Client shall be entitled to rectify the defect itself or arrange for it to be rectified by a third party. In such cases, BENTLAGE shall bear the costs of rectifying the defect to the extent that they would have been incurred if BENTLAGE had carried out the rectification.

B.16.8. If BENTLAGE is late in rectifying a defect, the Client shall be entitled to rectify the defect itself or arrange for it to be rectified by a third party and to demand compensation for the necessary costs from BENTLAGE. This shall not apply if the costs are disproportionate. Section 439 (4) BGB shall apply analogously.

B.16.9. If the Client does not meet the obligations mentioned in item B.15, the Client's warranty rights shall be excluded.

B.16.10. If the defects for which a claim is being made are negligible or insignificant, the Client's warranty rights shall also be excluded.

B.16.11. The same applies if the Client cannot demonstrate that it has observed BENTLAGE's processing instructions and storage instructions and if it cannot be ruled out that the deviation from the intended quality of the goods is a result of this.

B.16.12. The Client shall be entitled to the statutory rights of withdrawal provided that none of the above-mentioned warranty exclusions apply.

B.16.13. The Client shall only be entitled a reduction in the price if BENTLAGE consents to this.

B.16.14. In the event that products delivered by BENTLAGE are used outside the site of the Client's headquarters or the contractually agreed delivery location or destination, the Client must bear the additional costs arising from any warranty actions, transport costs, travel costs or other outlays incurred by BENTLAGE.

B.16.15. Any work by BENTLAGE on the delivered objects or other deliveries or services performed by BENTLAGE and any replacement deliveries shall only be deemed to constitute rectification within the meaning of Section 439 BGB if:

- the defect has been expressly acknowledged in writing by BENTLAGE, or
- defects have been clearly demonstrated and notification of the defects was given in a timely manner.

If BENTLAGE makes any such written acknowledgement, this shall always relate only to the part of the claim to which these conditions apply. It shall therefore always relate only to the parts of the goods that expressly form the subject of the defect notification. No acknowledgement of any other warranty obligations may be inferred from them under any circumstances.

B.16.16. In the absence of the above conditions, such work must be regarded as a special service.

B.16.17. BENTLAGE shall not provide any warranty for deviations on the part of the goods or other deliveries from the agreed target quality where such deviations result from components provided by the Client. The Client shall be solely responsible for the fitness and quality of such components unless otherwise expressly agreed.

The goods provided by the Client for processing shall be examined by BENTLAGE for externally identifiable damage and deviations. BENTLAGE shall not be obliged to carry out any further checks. BENTLAGE shall notify the Client of any defects that it identifies.

The Client shall be obliged to pay any damages, including loss of earnings, arising from provided goods and other deliveries.

B.16.18. In the event of defects of title, BENTLAGE shall be entitled, at its own discretion, to procure the necessary licences relating to the intellectual property rights that have been violated or to rectify the defects in the delivery or service object by supplying a delivery or service object that has been altered to an extent that is acceptable to the Client.

B.16.19. BENTLAGE's liability for the violation of third-party intellectual property rights otherwise extends only to such intellectual property rights as are registered and published in Germany.

## **B.17 Liability for damages**

B.17.1. BENTLAGE shall be liable for the company's commitments only with the company's assets.

B.17.2. In the event of ordinary negligence, BENTLAGE shall be liable only if a material contractual obligation has been breached. For fault due to gross negligence, BENTLAGE shall also be liable if immaterial contractual obligations have been breached. Material contractual obligations are contractual obligations that must be fulfilled in order to allow the contract to be properly executed at all, and with which a contracting party can confidently expect the other party to comply.

**B.17.3.** Claims for damages due to intentional breach of contractual obligations on the part of BENTLAGE, claims arising from personal injury and claims made on the basis of the Product Liability Act (ProdHaftG) are governed by statutory provisions. Any exclusions or limitations of liability in these GTC shall not apply in this respect.

B.17.4. BENTLAGE undertakes, in the event of a late delivery caused by culpable action, to compensate the Client for the damage resulting from the late delivery to the extent required by law. This shall not apply to loss of earnings and damage arising from interruptions of operations.

B.17.5. In the event of warranted characteristics, BENTLAGE's liability shall be limited to the extent and amount of the BENTLAGE product liability insurance. The extent of the coverage shall correspond to the non-binding business liability insurance recommendations of the German Insurance Association. The amount of the coverage for the insurance cases covered in the insurance policy shall be €2 million per insurance case and insurance year.

B.17.6. For actions in tort, BENTLAGE shall be liable in accordance with the contractual liability.

B.17.7. Furthermore, claims for damages due to the delivery of defective goods are excluded if the Client has not met its obligations under item B.15 or if the defect giving rise to the claim is negligible or insignificant.

B.17.8. The Client shall only be entitled to make recourse claims against BENTLAGE to the extent that BENTLAGE has not reached any agreement with its customers above and beyond the statutory claims for defects and damages.

B.17.9. In particular, liability for damages arising from recourse claims are also excluded if they exceed the damages that could reasonably have been foreseen and that are typical for this type of contract. These include, but are not limited to, damages caused by the Client

- due to liability towards third parties running counter to the principles of liability under German law (e.g. claims for compensation of a punitive nature, in particular punitive or exemplary damages).
- arising on grounds of contractual or legal liability on the part of the Client towards a third party, unless the Client has expressly informed BENTLAGE of these liability grounds and has referred to the resulting special requirements of BENTLAGE's performance and BENTLAGE has agreed in writing, with a signature from the senior management, to bear the risk.

B.17.10. Liability on the part of BENTLAGE is excluded if the Client, for its part, has effectively limited its liability towards its customers.

B.17.11. The Client may only demand to be freed from third-party claims in the context of a claim for damages if the Client's claim has been established in a decision that is enforceable under German law.

B.17.12. The Client shall be obliged to notify BENTLAGE immediately in writing of any third-party claims that are enforced and to reserve any defensive actions and settlement negotiations for BENTLAGE.

B.17.13. If BENTLAGE's liability is excluded or limited, this shall also apply to the personal liability of BENTLAGE's staff, workers, employees, representatives, assistants and vicarious agents.

B.17.14. If liability is excluded or limited according to the above, the Client shall also be obliged to release BENTLAGE from claims by third parties upon first request.

## **B.18 Limitations**

B.18.1. The period of limitations for claims and entitlements due to defects in products, services and work carried out by

BENTLAGE and the resulting damage is one year. The commencement of the period of limitations shall be based on the statutory provisions.

This shall not apply if the law, particularly in the cases of Sections 438 (1) no. 2, 479 and 634 a (1) no. 2 BGB, stipulate longer periods.

B.18.2. The period of limitations according to the above item shall not apply in cases of intent, if BENTLAGE has maliciously kept the defect secret, in cases of claims for damages due to personal injury or freedom, in cases of claims arising from the German Product Liability Act or in cases of grossly negligent breach of duty.

B.18.3. Rectification measures shall neither stop the period of limitations applicable to the provision of the original service nor cause the period of limitations to begin again.

B.18.4. This shall not apply in the cases set out under Section 212 BGB, particularly in cases of acknowledgements that may potentially have been made. The provisions of items B.16.11 and B.3.10 remain unaffected.

B.18.5. If the warranty period is restarted, stopped or interrupted, the restart, stoppage or interruption shall extend only to the partial claim corresponding to the part of the relevant delivered goods that is the subject of the defect notification.

## **B.19 Confidentiality**

B.19.1. The Client undertakes to treat all sensitive aspects of the business relationship as confidential. In particular, it shall treat all non-evident commercial and technical details of which it becomes aware through the business relationship as trade secrets. The duty of confidentiality shall not apply to information or aspects of the business relationship that were already publicly known at the time of disclosure, nor to information or aspects of the business relationship of which the contracting party was demonstrably already aware before they were disclosed by BENTLAGE.

The Client shall take care to ensure that its employees also safeguard BENTLAGE's legitimate confidentiality interests.

B.19.2. The publication of the documents provided to the Client is only permitted within the framework of operational requirements and the provisions of copyright law.

B.19.3. None of the documents may, either in whole or in part, be made accessible to third parties or used for any purpose other than the purpose for which they were provided to the Client without BENTLAGE's written consent.

B.19.4. Any procedures that BENTLAGE has provided or made known to the Client in any form may only be used for the purpose intended or specified in the agreement; disclosing them to third parties is not permitted without BENTLAGE's express consent.

B.19.5. The business relationship with BENTLAGE may only be disclosed to third parties, including partial disclosure, with BENTLAGE's prior written consent; the Client shall also impose a duty of confidentiality on any such third parties by means of a similar agreement. The Client may refer to its business relationship with BENTLAGE in its advertising only with BENTLAGE's prior written consent.

B.19.6. The Client shall also be obliged to maintain confidentiality after the business relationship has ended.