

General Terms and Conditions of Business

Detia Degesch GmbH, Dr.-Werner-Freyberg-Str. 11, D-Laudenbach

Section 1 Scope of Application of the GTB

1. These General Terms and Conditions of Business (hereinafter: "GTB") apply to the provision of goods and the performance of services in commercial business transactions by Detia Degesch GmbH or a company associated with it under company law from Detia Degesch Group (hereinafter known collectively as "Detia Degesch"; the contract partner to the Customer in each case is determined by the contract documentation of the specific contract, especially the quotation). The GTB apply solely and exclusively with respect to companies, legal persons under public law and public-law special funds (hereinafter: "Customer(s)").
2. These GTB apply, always in their most recently revised form, to any and all future contracts of similar nature between Detia Degesch and the Customer, even if express reference to their application has not been made.
3. The products and the amount of the consideration are specified in detail in the quotation and/or order issued by Detia Degesch. Provisions in customer-specific contact documents of Detia Degesch, in particular in quotations, take priority over the regulations in these GTB in the event of conflict.
4. Insofar as the Customer also uses cloud services of Detia Degesch, the Special Terms and Conditions for Cloud Services apply in supplement to, and with priority over, these GTB.
5. Customer's terms and conditions of business contrary to, deviating from or in supplement to these GTB do not become components of the contract, even if and when Detia Degesch delivers goods or performs services without expressly objecting to any such terms and conditions of the Customer.

Section 2 Quotation and Conclusion of Contract

1. All quotations from Degesch are subject to change and non-binding unless they are expressly designated as binding or contain a specific deadline for their acceptance. Orders submitted by the Customer are binding and can be accepted by Detia Degesch within two (2) weeks of their receipt, e.g. by sending an order confirmation.
2. The conclusion of the contract with the Customer is subject to the proviso of correct and timely delivery to Detia Degesch by its own suppliers. The above provision does not apply insofar as Detia Degesch is accountable for the non-delivery or late delivery by a supplier, in particular because it did not conclude a congruent cover transaction. Detia Degesch will notify the Customer without undue delay regarding any unavailability of the goods and will reimburse to the Customer without undue delay any consideration that has been paid.
3. The effectiveness and performance of contracts may depend on compliance with requirements pursuant to national or international export control and/or anti-terror laws, e.g. the issue of official permits or the review of sanctions lists. Quotations from Detia Degesch and contracts are consequently subject to the proviso (condition precedent or condition subsequent) of compliance with any such requirements.
4. Detia Degesch retains without restriction any and all titles of ownership, copyrights and industrial property rights to any and all technical documents and other data, information and documentation, whether tangible or intangible — including electronic form — provided to the Customer; no such materials may be made accessible to third parties without prior written consent.
5. Information about the products provided by Detia Degesch (e.g. dimensions, utility values, resilience, performance, tolerances and other technical data) as well as presentations of the goods (e.g. in models and illustrations) are merely approximate unless the usability of the products for the contractually intended purpose requires precise agreement. In particular, this information does not represent warranted features or quality. Deviations usual in the trade in size, colour, shape and quality or regarding other characteristics that result from legal statutes or in the course of continued product development are permissible insofar as they do not impair the usability of the products for the contractually intended purpose.

Section 3 Delivery and Bearing of Risk

1. In the absence of deviating agreement, all deliveries are made EXW Laudenbach (INCOTERMS 2010). The selection of the type of transport and the type of packaging is subject to the conscientious judgement of Detia Degesch.

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2. Detia Degesch is entitled to make partial deliveries if and when the Customer can use the products independently, the complete delivery is assured and the partial delivery does not lead to any significant additional effort or additional costs for the Customer.
3. Risk for deliveries of goods passes to the Customer at the latest with the handover of the goods to the shipping agent, freight carrier or other third party designated for the performance of the transport. This provision applies as well in the event of partial deliveries. If the shipment or handover of the goods is delayed owing to circumstances for which the Customer is accountable, the risk passes to the Customer as of the day on which the goods are ready for shipment and Detia Degesch has notified the Customer of the readiness.

Section 4 Deadlines and Dates; Place of Performance

1. Deadlines and dates envisaged by Detia Degesch are non-binding and shall be deemed as merely approximate unless a binding deadline or a binding date has been promised or agreed. Insofar as the shipment of the goods has been agreed, deadlines and dates relate to the point in time of the handover to the shipping agent, freight carrier or other third party engaged for performance of the transport.
2. Agreed deadlines and dates do not commence until any and all technical details have been clarified, the Customer has submitted any documentation, permits or releases that must be provided and any advance payment that has been agreed has been received. An agreed delivery period shall be deemed complied with if and when the goods have been shipped as of its expiration or the Customer has been notified of readiness for shipping.
3. Deadlines and dates will be extended or postponed by any period in which Detia Degesch is prevented from delivery or performance by circumstances for which it is not accountable and by a reasonable restart period after elimination of the reason for the hindrance. Circumstances for which Detia Degesch is not accountable include (in addition to events of force majeure and other unforeseeable events such as strikes and lock-outs, shortages of raw materials, difficulties in obtaining the required official permits, official actions) the lack of or the delayed cooperation of the Customer (e.g. upon delivery at its facility) and periods in which Detia Degesch is waiting for required information, documents or decisions of the Customer.
4. Unless otherwise agreed, place of performance for any and all obligations pursuant to the contract is Detia Degesch's place of business. If and when Detia Degesch owes an installation and/or operational startup of equipment, place of performance is to this extent the site at which the installation or the operational startup is to be performed in accordance with the contract.

Section 5 Customer Responsibility

1. The Customer will provide free of charge the required materials and perform the required cooperation services in good time, in orderly manner and completely. Insofar as required for performance of the contract or agreed, the Customer will make available complete and consistent data, information and documents. If and when the delivery and operational startup of equipment is the subject of the contractual services, the Customer will prepare and maintain the required operating conditions.
2. Any warranty for a specific operating purpose or a specific suitability or useful life of the delivered goods in excess of the warranty for the agreed characteristics is subject to an express agreement. In all other respects, the Customer bears the sole and exclusive risk for suitability and use of the goods. Before their use, the Customer will examine the goods and, as necessary test them to determine their suitability for the intended use. The Customer will also observe to this extent the instructions from Detia Degesch, e.g. in product-specific information that is included with the delivered goods. In case of doubt, the Customer will obtain additional information and consultation before using a product. Detia Degesch has a contractual obligation to provide consultation, however, solely insofar as this has been expressly agreed in writing between the parties.

Section 6 Prices and Terms of Payment

1. Unless otherwise agreed, all prices are shown strictly net in euros, excluding shipping costs and packaging and, in the case of export deliveries, excluding any applicable customs duties, fees and other official levies.
2. The agreed prices are based on the labour, material, energy and overhead costs effective at the point in time of the conclusion of the contract. If and when these costs increase within four (4) months between the con-

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clusion of the contract and the point in time of the delivery, Detia Degesch is entitled to raise the prices unless the increase of the costs was foreseeable at the time of the conclusion of the contract, Detia Degesch is in default of delivery or is otherwise accountable for the cost increase.

3. In the absence of deviating agreement, the purchase price of delivered goods will be invoiced immediately after the handover of the goods.
4. Detia Degesch will send the invoices to the Customer by post or electronically by email. In the absence of deviating agreement, invoices are due and payable without deduction immediately upon their receipt by the Customer. If the Customer is in default of payment of an invoice, Detia Degesch is entitled to assert statutory claims without any limitations.
5. Detia Degesch is entitled to carry out any outstanding deliveries or perform any outstanding services solely against advance payment or provision of collateral if and when it becomes aware after conclusion of the contract of circumstances that are likely to reduce significantly the Customer's creditworthiness and that cause the payment of the open claims of Detia Degesch by the Customer from the pertinent contractual relationship to appear to be at risk.
6. The Customer may offset payment solely against undisputed or finally adjudicated claims and may exercise a right of retention solely against undisputed or finally adjudicated claims from the same contractual relationship.

Section 7 Complaint of Defects and Liability for Defects

1. The Customer shall examine consignments of goods for defects without undue delay upon their arrival. The Customer shall submit written complaint of visible defects without undue delay, no later than within ten (10) workdays of the receipt of the goods, and shall document the defects in reasonable scope. Written notice of hidden defects shall be submitted to Detia Degesch without undue delay, no later than within ten (10) workdays after discovery of the defects. In all other respects, Section 377 HGB [Commercial Code] applies without limitation.
2. Detia Degesch warrants that the products conform to the product description and that their use in conformity with the contract is not in conflict with any third-party rights. A material defect cannot be construed in cases of unsuitable or improper use of the products, incorrect storage, incorrect installation or operational startup by the Customer or third parties, incorrect or negligent handling, improper maintenance, the use of unsuitable operating materials and chemical, electro-chemical or electrical effects for which Detia Degesch is not accountable. The warranty for material defects presumes that the Customer has not used the products, either itself or through third parties, contrary to the contractual provisions or the operating instructions, unless the Customer can demonstrate that the defect is independent of any such factors.
3. Insofar as there is a defect in the supplied products at the time of the passing of risk, Detia Degesch is entitled and obligated, at its discretion, to subsequent performance in the form of subsequent improvement or substitute delivery within a reasonable period. Remedy of the defect can also initially consist of the demonstration to the Customer of reasonable methods that will prevent or avoid the effects of the defect. In the case of legal defects, Detia Degesch will obtain for the Customer a legally faultless opportunity to use the products; Detia Degesch may alternatively exchange the pertinent products (in whole or in part) for products of equivalent quality, provided that this is reasonable for the Customer.
4. Customer's claims relating to expenditures for the purpose of the subsequent performance, in particular transport, road, labour and material costs, are precluded insofar as the expenditures have increased because the products have subsequently been removed to a site other than the agreed delivery site, unless the removal conforms to the intended use of the products. In other respects, Detia Degesch may refuse to carry out the subsequent performance insofar as it involves unreasonable costs.
5. If and when the subsequent performance has definitively failed (at least two (2) attempts at subsequent performance for each defect), the Customer may at its option request reduction of the consideration or rescind the contract. Rescission of the contract is precluded in the case of only minor defects. Section 8 of these GTB applies to claims for damage compensation and claims for reimbursement of fruitless expenditures because of defects.
6. If and when Detia Degesch performs services during the search for, or remedy of, the defect to which it is not obligated, it may request remuneration on a time and material basis for the service. This is especially the case if and when a defect reported by the Customer cannot be verified or cannot be attributed to Detia De-

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gesch. The claim to remuneration does not exist insofar as the Customer demonstrates that it did not recognise the lack of a defect and it is not at fault for failing to recognise the lack of the defect.

7. The limitation period for Customer's claims pursuant to this Section 7 amounts to one (1) year and begins upon the delivery of the goods. The shortening of the limitation period does not apply in cases of wilful intent or gross negligence on the part of Detia Degesch, if Detia Degesch has fraudulently concealed a defect or if the defect is found in a third-party right in rem that can be exercised to request the surrender of the goods.

Section 8 Liability

1. Detia Degesch pays compensation for material and pecuniary damage or loss and for fruitless expenditures, regardless of the legal reason (e.g. based on a relationship of trust similar to a contract, on a contract or a criminal offence) — including default and for defects in the products — solely in the following scope:
 - i) In accordance with statutory provisions for wilful intent and gross negligence and, in the case of the assumption of a guarantee, in the amount of the protective purpose encompassed by the guarantee;
 - ii) In all other cases, solely for the breach of an obligation essential to the contract, i.e. an obligation that must be fulfilled if the achievement of the purpose of the contract is not to be endangered and that the Customer may consequently normally trust to be fulfilled (so-called cardinal obligation), limited to compensation for the typical and foreseeable loss or damage; the typical and foreseeable loss or damage is insofar determined by the parties to be a maximum of €100,000.00 for each occurrence of loss or damage.
2. Customer's claims to damages become time-barred one (1) year after the Customer has become aware of the circumstances establishing the claim or from the point in time at which the Customer, without acting with gross negligence, should have become aware of the circumstances establishing the claim and the person of the debtor. Claims based on wilful and grossly negligent breaches of obligation are excepted from the shortening of the limitation period.
3. The above limitations to liability apply in the same scope to the benefit of the governing bodies, legal representatives, employees and vicarious agents of Detia Degesch.
4. The above provisions are without prejudice to statutory liability for loss or damage caused by harm to life, body or health and pursuant to the Product Liability Act.

Section 9 Retention of Title

1. Detia Degesch retains title of ownership to the goods it delivers to the Customer until any and all, including future, claims of Detia Degesch arising from the business relationship to the Customer have been fulfilled completely (hereinafter: "reserved goods"). If and when third parties seize the reserved goods, in particular by attachment, the Customer will immediately point out to the parties Detia Degesch's title and will notify Detia Degesch of the seizure so that it can secure its ownership rights.
2. The processing, combining or mixing of the reserved goods by the Customer is carried out at all times on behalf of and for Detia Degesch as the manufacturer, but does not result in any obligations on the latter. If and when the reserved goods are processed, combined or mixed with other products that do not belong to Detia Degesch, Detia Degesch acquires co-ownership of the new product in the ratio of the objective value of the goods it delivered to the other processed or combined goods at the time of the processing or combining.
3. The Customer is entitled to resell the reserved goods during the normal course of business. The Customer assigns here and now its claims against its customers from the resale of the reserved goods in the amount of the invoice (including VAT) to Detia Degesch; Detia Degesch accepts the assignment. The assignment is effective regardless of whether the goods are resold without or after processing. The Customer remains entitled to collect the claim even after the assignment. The above provision is without prejudice to Detia Degesch's right to collect the claim itself. Detia Degesch will not, however, itself collect the Customer's claim against its customer as long as the Customer is not in default of payment and no petition for the initiation of bankruptcy proceedings against the Customer's assets has been filed.
4. In the event that the Customer is in default of payment or suspends its payments or that a major worsening of its assets occurs with the consequence that the claims of Detia Degesch appear to be a risk, in particular if a petition for the opening of bankruptcy proceedings against its assets has been filed, Detia Degesch is enti-

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ttled to request surrender of the reserved goods from the Customer. The request for surrender of the goods represents the rescission of the contract. The prior setting of a deadline is dispensable.

Section 10 Confidentiality and Data Protection

1. The Customer will maintain strict confidentiality regarding confidential information and documents of technical or commercial nature that it receives from Detia Degesch and that are either designated as confidential or are obviously to be viewed as confidential for the duration of the contractual relationship and beyond; in particular, it will not disclose any such information to third parties without authorisation.
2. Customer's personal data (e.g. name and email address of Detia Degesch's contact at the Customer's business) will be collected, processed and used by Detia Degesch in compliance with data protection regulations, in particular the General Data Protection Regulation (GDPR). The data required for the business transaction will be stored by Detia Degesch and, as necessary for the purposes of the performance of the contract, transferred to external service providers (e.g. shipping companies). More detailed information can be found in the Detia Degesch privacy policy as most recently revised.

Section 11 Compliance

1. The Customer affirms that it acts in conformity with any and all applicable statutory provisions in the course of its business activities, in particular with the regulations for fighting corruption and money laundering and other criminal law provisions.
2. The Customer is responsible in its purview for compliance with applicable laws, regulations and other provisions of security law relating to the approval, use and application of the products. The Customer will obtain any permits required under export laws in the country of destination. Moreover, the Customer is responsible for the observance of any export regulations in each case of resale and shall insofar release Detia Degesch from any and all obligations.
3. The Customer does not maintain, either directly or indirectly, business relationships to terrorists or to terrorist or other criminal organisations. The Customer will implement appropriate technical and organisational measures to ensure compliance in its business operations with relevant embargoes, the applicable European regulations for fighting terror and crime and the corresponding American or other applicable national regulations.
4. If there is justified suspicion that the Customer is breaching or has breached the aforementioned obligations, Detia Degesch is entitled, at its option, to rescind or to terminate the contract if and when Detia Degesch cannot reasonably be expected to continue to uphold the contract. In the event of the termination of contract under such circumstances, Detia Degesch is released from any and every performance obligation. The Customer will indemnify and hold harmless Detia Degesch from and against any and all third-party claims (including official fines), costs (including reasonable legal counsel fees) and loss or damage insofar as they result from the culpable breach of its obligations pursuant to this Section 11.

Section 12 Final Provisions

1. Modifications of and amendments to the contract shall not be binding on the parties unless in writing (fax is adequate, email is not). The requirement of written form itself can be set aside solely by written agreement between the parties.
2. Sole proper law is the law of Germany, precluding application of provisions regulating the conflict of laws in international private law and the UN Convention on the International Sale of Goods (CISG). Venue for any and all disputes arising in the context of the contract is the court having jurisdiction over Detia Degesch's place of business. Detia Degesch has the right to file suit at any and every other court with national or international jurisdiction.
3. Should individual provisions of the contract or of these GTB be, or become, invalid or unenforceable, or should an omission in the contract be determined, the validity of the remaining provisions will not be affected. The parties will agree to a valid provision in lieu of the invalid, unenforceable or omitted provision that comes closest to the commercial intent of the parties at the time of the conclusion of the contract.

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Laudenbach — 13 November 2018