

## **General Terms and Conditions**

Sental Export GmbH

### **§ 1 Applicability of these Terms and Conditions, general provisions**

- (1) For the entire business relationship between Sental Export GmbH (hereinafter referred to as "**Seller**") and the Buyer these Terms and Conditions (hereinafter referred to as "GTC") these Terms and Conditions shall apply. These GTC shall only apply if the Buyer is acting as an entrepreneur (Section 14 of the German Civil Code), a legal entity under public law or a special fund under public law.
- (2) Unless otherwise agreed, the GTC in the version valid at the time of the conclusion of the contract or in any case in the version last notified to the Buyer in text form shall also apply as a framework agreement for similar future contracts without the Seller having to refer to the GTC again in each individual case.
- (3) These GTC shall apply exclusively. Terms and conditions of the Buyer are hereby rejected. They shall only become part of the contract if and to the extent that the Seller has expressly agreed to their applicability in writing. Text form (Section 126 b of the German Civil Code) is excluded in this respect. The Seller's objection to the Buyer's general terms and conditions shall also apply insofar as the Buyer's general terms and conditions have a regulatory content that goes beyond the regulatory content of these GTC.
- (4) Should one of the provisions of these General Terms and Conditions be or become invalid, the validity of the remaining contract shall not be affected. The invalid provision shall be replaced by the legally permissible provision which best serves the economic purpose pursued by the invalid provision. In no case shall the provision in question be replaced by the Buyer's terms and conditions. The same shall apply in the event of a gap in these GTC.
- (5) In the event of conflicts or contradictions between the German and the English version of these GTC the German version shall prevail.

### **§ 2 Conclusion of contract**

- (1) Offers made by the Seller shall be subject to change and non-binding. Requests of the Buyer are binding for the Buyer.
- (2) The contract between the Seller and the Buyer, as a rule, shall only be concluded upon dispatch of the Seller's order confirmation. If the Seller does not confirm the order, the contract shall be concluded by the time the Seller begins to execute the order with the knowledge of the Buyer.
- (3) The Seller's order confirmation shall be exclusively authoritative for the content of contracts between the Buyer and the Seller, if the Buyer does not immediately object to the confirmation in writing or text form. This shall apply in particular to orders placed verbally or by telephone. The written objection is in any case not immediate if it is not received by the Seller within seven days after the Buyer's receipt of the order confirmation.
- (4) The Seller reserves all property rights and copyrights to offer documents, in particular drawings, models, samples, cost estimates as well as software and other documents, which the Buyer has received for the purpose of concluding the contract.
- (5) Offers made by the Seller shall be treated confidentially. Any disclosure shall require the prior written consent of the Seller. In the event that a contract is not concluded between the Seller and the Buyer, the Buyer shall immediately return all offer documents, in particular drawings, models, samples, cost estimates and software, which the Buyer has received from the Seller for the purpose of concluding the contract
- (6) If the Buyer provides the Seller with documents for the purpose of executing the contract, the Seller shall be entitled, without the Buyer's written consent, to pass on such documents to third parties used by the Seller to fulfill its delivery obligation to the Buyer.
- (7) Notices of termination, setting of deadlines, declarations of revocation and demands for a reduction in the Seller's purchase price or for damages shall only be effective if they are made in writing. Text form (Section 126b of the German Civil Code) is excluded in this respect.

### **§ 3 Delivery, Date of delivery, default in delivery, cooperation**

- (1) Delivery dates and deadlines are approximate dates. They shall apply subject to proper and timely self-supply of the Seller. Delivery dates shall be deemed to have been met upon notification that the goods are ready for shipment or otherwise made available.
- (2) The existence of public holidays on the delivery date or within the delivery period shall lead to a corresponding extension of the delivery period. In this respect, the public holidays at the location of the warehouse from which the Seller carries out the shipment to the Buyer shall be decisive. It is at the discretion of the seller from which of its warehouses the shipment to the buyer takes place.
- (3) The Buyer shall be obliged to perform all acts of cooperation required for the Seller's execution of the order. This includes in particular, but is not limited to, the provision of the documents, approvals, releases and plans required for the execution of the contract. In the event that the Buyer fails to clarify all details of the order in due time and fails to submit all necessary documents in due time, the delivery dates shall be extended accordingly. In the event of a change in the conditions of the order, the Buyer shall be obliged to inform the Seller. The right of the Seller to claim compensation from the Buyer for damage caused by the Buyer's delay remains unaffected.
- (4) The Seller is entitled to make partial deliveries insofar as these do not fall short of the minimum reasonable extent.
- (5) The Buyer shall check and acknowledge the delivery bill as well as the delivery item. Any objections shall be notified to the Seller in writing without delay; Text form (Section 126b of the German Civil Code) is excluded in this respect. If the Buyer does not give notice, the acknowledged delivery quantity shall be deemed approved.
- (6) In the event of a delay in delivery, the Buyer may withdraw from the contract after setting a reasonable period if performance is not effected within that period. If the Seller's delivery is delayed, the Buyer may only withdraw from the contract if the Seller is responsible for the delay.
- (7) If the Seller is in default of delivery, the Buyer may the Buyer's right to claim compensation due to the default is limited to a total of 15% of the price for that part of the deliveries which was not available to the Buyer due to the default.
- (8) Further claims in case of delay in delivery, in particular claims for damages, shall be excluded in accordance with the provisions of § 9 (Liability).
- (9) Further claims of the Buyer are also excluded insofar as these result from other terms and conditions of the Buyer or terms and conditions of the Buyer that go beyond the regulatory content of the above provisions.

### **§ 4 Force Majeure**

- (1) Delays in delivery due to operational disruptions for which the Seller is not responsible, official measures or force majeure shall result in a reasonable extension of the delivery period. Force majeure shall also be deemed to exist in the event of national or international sanctions, labor disputes including strikes and lawful lockouts in the Seller's operations or those of its upstream suppliers as well as supply difficulties, traffic disruptions, pandemics or epidemics and extraordinary traffic conditions. The Seller shall not assume any procurement risk in this respect.
- (2) The Seller shall notify the Buyer of the existence of an event of force majeure and the expected duration of the impediment without undue delay as soon as it becomes aware of such circumstances.
- (3) If a delay in delivery in accordance with the provision in this paragraph lasts for more than two months, the Buyer and/or the Seller shall be entitled to withdraw from the contract. There shall then be no mutual claims for damages. The Seller shall not be responsible for delays in delivery within the meaning of this paragraph even if they occur during an already existing default. Claims of the Buyer for damages in the latter case are excluded within the limits of § 9 (Liability).
- (4) If, despite the conclusion of a congruent covering transaction, the Seller is not supplied by its suppliers with the goods required for the fulfilment of its delivery obligation to the Buyer or is not supplied on time or not properly, without the Seller being responsible for the incorrect or untimely self-supply, the Seller may withdraw from the contract with the Buyer. Any liability of the Seller for damages shall be excluded in accordance with the provisions of § 9 (Liability).

## **§ 5 Shipping, transfer of risk, default in acceptance**

- (1) Unless otherwise agreed delivery shall be ex works (Incoterms 2020, from the storage of the Seller). In case of any individual agreements, under which the Seller is obliged to arrange for shipment to the Buyer, this is done in the Buyer's name and at the Buyer's expense and risk.
- (2) Delivery items reported as ready for shipment must be called off immediately upon reaching the delivery date. If the call-off or dispatch is delayed as a result of circumstances for which the Buyer is responsible, the Buyer shall be in default as of the date of notification of readiness for call-off. Section 294 of the German Civil Code is waived. In this case, the risk shall pass to the Buyer upon notification of readiness for call-off.
- (3) Unless otherwise agreed, in the event of culpable non-call-off of the delivery items pursuant to § 5 (3), the Seller shall store the delivery item at the Buyer's expense. For each month or part thereof of storage, the Seller may charge a fee of 0.5% of the price of the delivery items to be stored, but not more than 5%. This does not affect the possibility of the parties to provide evidence of higher or lower storage costs.

## **§ 6 Prices, price change, terms of payment**

- (1) Unless otherwise agreed, the Seller's prices shall be ex works plus the value added tax (VAT) applicable at the time of conclusion of the contract as well as any shipping or packaging costs incurred and any customs duties and import taxes. The price stated in the order confirmation of the Seller shall be decisive.
- (2) Unless agreed otherwise, the Seller's prices are to be taken from the respective valid price list. If the list price increases between conclusion of the contract and actual delivery, the agreed purchase price shall increase accordingly. Additional services shall be invoiced separately, provided that the Seller has agreed to them in writing (text form is sufficient).
- (3) The Seller shall be entitled to subsequently adjust the price stated in the order confirmation appropriately if the cost factors, which are decisive for the price calculation, increase not only insignificantly. Thus, a price increase shall be considered if, for example, raw material, wage and energy prices as well as other actual or legal framework conditions change and this leads to a changed, not only insignificant cost situation. The Buyer shall be notified of the price adjustment in writing or text form. It shall come into effect two weeks after receipt of the notification by the Buyer. If such a price adjustment leads to a price increase of more than 5%, the customer shall be entitled to withdraw from the contract if he can prove that he can obtain the service elsewhere at a considerably lower price and otherwise on the same conditions and the seller is not prepared to supply at a different price despite providing evidence to this effect. The withdrawal must be declared at the latest two weeks after receipt of the written notification of the price adjustment. The withdrawal does not affect the services that already have been provided at that time.
- (4) In the absence of a separate agreement, payments shall be made in full within 10 days of receipt of the invoice without deduction and free of charge for the Seller. The advance payment shall be made immediately after conclusion of the contract. For the fulfillment, the timeliness of payment and the accrual of any agreed discounts, the receipt on the bank account of the Seller is decisive. Payment by check and/or bill of exchange shall be made exclusively on account of performance.
- (5) Even if the Seller and the Buyer agreed on a term of payment, the Seller may demand immediate payment of all claims and/or – in cases of an agreement deviating from § 6 (1) – make deliveries dependent on advance payments if a significant deterioration of the Buyer's income or financial situation has occurred or such deterioration is expected for the future due to objective circumstances.
- (6) In the event of a deferral or installment agreement, all claims against the Buyer shall become due immediately if the Buyer finally refuses to make a payment or is more than 14 days in default with due payment. This shall not apply if the amount in default is less than 10% of the outstanding receivables. The acceptance of part or partial payments shall not be deemed to be a deferral of the remaining claim due.
- (7) The Seller shall be in default of payment if it fails to pay without undue delay in response to a warning notice issued by the Seller after the payment claim has become due. Irrespective of this, the Buyer shall be in default if it fails to make payment by a date specified in the contract or by a date that can be determined in accordance with the contract. Irrespective of a warning notice the Buyer shall be in default at the latest 10 days after the due date and receipt of an invoice or equivalent statement of claim. In the event of the Buyer's default, the Seller may, subject to further claims, demand interest on the outstanding amount at a rate of 10 percentage points above the respective base interest rate as well as costs per reminder in the amount of € 3,00. The Buyer shall be entitled to prove that the Seller has incurred lower costs.
- (8) A set-off of the Buyer with counterclaims is excluded, unless it concerns undisputed or legally established claims of the Buyer. The same shall apply accordingly to the exercise of rights of retention. A further prerequisite for the assertion of rights of retention is that the underlying claims are directly related to the contract on which the

Seller's claims against the Buyer are based. The provision in this paragraph shall also apply to the assertion of defects.

## **§ 7 Quality, defects**

- (1) Performance descriptions and other information about the quality of the delivery item serve as specifications.. In this respect, it is not a matter of assuring properties, which are the subject of a warranty. Any public advertising statements/product specifications made by third parties or the Seller shall not be the subject of the contractual product specification unless the Seller enters into a corresponding agreement with the Buyer. Insofar as the materials to be used by the Seller are specified in the contract, the Seller only guarantees compliance with the specification and not the suitability of the materials for the contractual purpose. The Seller shall only be obliged to provide information in the event of their obvious unsuitability.
- (2) An agreement on specifications of the subject matter of the contract shall only be agreed if this has been done in writing. Verbal information or information in the documents of the Seller shall not constitute a warranty or an offer to conclude agreements on the quality of the subject matter of the contract.
- (3) The delivery item complies with the legal requirements in Germany. If the Buyer wishes to sell or use the contractual items outside of Germany, the Buyer shall ensure that the contractual items comply with the requirements of foreign law. The Seller shall ensure that the subject matter of the contract complies with the rules of technology applicable at the time of the conclusion of the contract.
- (4) The Buyer is obliged to inspect the delivery items immediately upon receipt in a proper manner at his own expense and to notify the Seller immediately in writing of any defects as well as incorrect deliveries or shortages; Text form (Section 126 b of the German Civil Code) is excluded in this respect. A preclusive period of seven days from receipt of the delivery shall apply to the notification. Hidden defects must be reported to the Seller in writing immediately after discovery. Text form (Section 126 b of the German Civil Code) is excluded in this respect. If the Buyer violates his obligations under this provision, he shall no longer be entitled to assert claims for defects with respect to the defects concerned.
- (5) Any quality defects of a partial delivery shall not entitle the Buyer to reject the remainder of the completed quantity, unless the Customer can prove that the acceptance of only a part of the delivery is unreasonable for him considering the circumstances.
- (6) Damage caused after transfer of risk by external influence, improper handling, faulty operation, faulty assembly or commissioning by the Buyer or third parties, improper maintenance, unsuitable operating materials, faulty construction work, unsuitable building ground, chemical, electrochemical or electrical influences, normal wear and tear or corrosion shall be excluded from the liability for defects. If the purchaser or third parties carry out improper modifications, installation/removal or repair work, there shall also be no claims for defects for these and the resulting consequences.
- (7) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality or usability. In all other cases, the Buyer shall be entitled to have the defect remedied or to have a replacement delivery made. The Seller shall have the right of choice in this respect. The Seller shall be entitled to make a reasonable number of attempts to remedy defects or to make replacement deliveries, but at least three.
- (8) If the cure fails within a reasonable period set by the Buyer or if the Seller is unable to provide the cure or is unable to do so under reasonable conditions, the Buyer shall - without prejudice to any claims for damages in accordance with the provisions of § 9 (Liability) - at its option have the right to withdraw the contract or reduce the purchase price. This right shall be limited to the delivery concerned, unless such limitation is unreasonable for the Buyer. The restriction of the rights in respect of defects shall not apply if the performance parameters have been expressly warranted or acceptance of the object of performance is unreasonable under the given circumstances.
- (9) Claims for defects shall become statute-barred 12 month from delivery. This shall not apply insofar as longer periods are prescribed by law in accordance with Section 438 (1) No. 2 (buildings and items for buildings), Section 445b (1) (right of recourse) and Section 634a (1) No. 2 (construction defects) of the German Civil Code or in accordance with the German Product Liability Act (Produkthaftungsgesetz), in the event of a intended or grossly negligent breach of duty by the Seller, and in the event of fraudulent concealment of a defect and in cases of injury to life, limb or health. The statutory provisions on suspension of expiry, suspension of the limitation period shall remain unaffected. Measures for the removal of defects do not constitute an acknowledgement of a defect. They are always carried out as a gesture of goodwill and without prejudice to the factual and legal situation.
- (10) The Buyer's right of recourse against the Seller shall only exist insofar as the Buyer has not entered into any agreements with its customer exceeding the statutory claims for defects.

- (11) § 9 (Liability) shall apply to claims for damages. Further claims or claims other than those regulated in this § 7 (Quality, Defects) of the Buyer against the Seller due to a defect are excluded.

### **§ 8 Retention of title**

- (1) The delivered goods (reserved goods) shall remain the property of the Seller until full payment of all claims of the Seller arising from the business relationship with the Buyer existing at the time of the respective conclusion of the contract.
- (2) The Buyer shall store the reserved goods free of charge for the Seller. The Buyer is obliged to handle the reserved goods with care and to store them properly. Pledging or transfer by way of security of the reserved goods to third parties and the assignment or pledging of rights to the reserved goods are excluded.
- (3) If an application for the opening of insolvency proceedings is filed or if third parties access the reserved goods, in particular by way of seizure, the Buyer shall immediately notify them of the Seller's ownership and inform the Seller thereof in writing in order to enable the Seller to enforce its ownership rights.
- (4) In the event of a breach of contract by the Buyer, in particular in the event of non-payment of the purchase price due, the Seller 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 (case of realization). The demand for return does not at the same time include the declaration of withdrawal; the Seller is rather entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. The same shall apply in the event of a significant deterioration of the Buyer's financial situation. After taking back the object of the contract, the Seller shall be entitled to sell it. The proceeds of the sale shall be credited to the Buyer. Reasonable retrieval and selling costs shall be deducted from the proceeds of the sale.
- (5) The Buyer shall be entitled to process and sell the reserved goods in the ordinary course of business.
- (6) If the reserved goods are processed by the Buyer, it is agreed that the processing shall be carried out in the name and for the account of the Seller and that the Seller shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved property - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. To this extent, the new item shall be deemed to be the reserved good. The same shall apply to the cases of combination and intermixture within the meaning of Section 947 BGB and 948 of the German Civil Code. The above provisions for the case of processing shall also apply in particular in the case of § 946 of the German Civil Code. All connections of goods subject to retention of title with a property shall only be for a temporary purpose. To this extent, the Buyer grants the Seller a corresponding right of use.
- (7) Should the Seller's ownership of the reserved goods nevertheless expire for legal or factual reasons, the Buyer shall already now transfer its future ownership or - in the aforementioned ratio - its co-ownership of the newly created item to the Seller as security. In the aforementioned case of processing of items of different owners and in the case of combination pursuant to § 947 of the German Civil Code or mixing or blending within the meaning of § 948 of the German Civil Code, the Buyer shall transfer co-ownership to the Seller in the aforementioned amount. The Seller hereby accepts the transfer of ownership.
- (8) In the event of resale of the reserved goods, the Buyer hereby assigns to the Seller by way of security the claim against the Buyer arising therefrom - in the event of co-ownership of the Seller in the reserved goods pro rata in accordance with the co-ownership share - together with all ancillary rights. The same shall apply to other claims, which take the place of the reserved goods or otherwise arise with regard to the reserved goods.
- (9) If the Buyer combines the goods subject to retention of title with a plot of land or movable property, he shall also assign to the Seller by way of security his claim to which he is entitled as remuneration for the combination, including all ancillary rights, in the amount of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of the combination.
- (10) The Seller revocably authorizes the Buyer to collect the claims assigned to the Seller in its own name. In the event of the Buyer's default in payment by more than one month, the Buyer's cessation of payments, a successful seizure of reserved goods, an application for the opening of insolvency proceedings or judicial or extrajudicial composition proceedings regarding the assets, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the Buyer, the Buyer's right to process or combine/intermix as well as the right to resell the reserved goods and the right to collect the receivables shall expire. In addition, the Seller may, after prior warning and observance of a reasonable period, disclose the assignment by way of security, realize the assigned claims and demand disclosure of the assignment by way of security by the Buyer to the Buyer's customer.

- (11) The Seller shall release the goods subject to retention of title as well as the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released thereafter shall be at the Seller's discretion.
- (12) Insofar as the retention of title should not be effective according to the law of the country in which the delivered goods subject to retention of title are located, the Buyer shall be obliged to provide the Seller with equivalent security. If the Buyer does not comply with this obligation, the Seller may declare all payment claims against the Buyer due and payable, irrespective of payment terms.

## **§ 9 Liability**

- (1) The Seller's liability under the contract and the law is generally excluded, unless otherwise agreed below.
- (2) The exclusion of the Seller's liability pursuant to § 9 (1) shall not apply:
  - to damages caused by the Seller intentionally or by gross negligence;
  - if and insofar as the Seller is liable according to the mandatory provisions of the German Product Liability Act;
  - if and insofar as the Seller has given a guarantee as to quality or durability and damages have arisen from the breach of the guarantee;
  - in cases of culpable injury to life, limb or health.
- (3) In cases of slight or ordinary negligence on the part of the Seller, the Seller shall only be liable for the breach of material contractual obligations – unless it is already liable for damages pursuant to § 9 (2). Material contractual obligations are all obligations, which are essential for proper execution of the order and the compliance which the Buyer regularly relies on and may rely on. The liability of the Seller shall be limited to the damage typical for the contract and foreseeable for the Seller at the time of the conclusion of the contract or the commission of the breach of duty.
- (4) The Seller shall not be liable for damages that are exclusively attributable to the Buyer's sphere of risk. This includes liability for vicarious agents of the Buyer. Furthermore, the Seller's liability for damages is excluded insofar as these are based on the fact that the Buyer or his vicarious agents did not follow the instructions for use, for example, the delivered products were stored incorrectly, used improperly or mixed with products from other suppliers, changes were made to the products or consumables were used that do not comply with the original specifications.
- (5) All possible claims for damages based on slight negligence on the part of the Seller pursuant to the above provision of § 9 (3) shall become statute-barred in accordance with the provision of § 7 (9) (Quality, defects). Notwithstanding the foregoing, the statutory provisions shall apply to the commencement of the limitation period for claims, which are not claims based on defects.
- (6) The aforementioned exclusions and limitations of liability shall also apply to the liability of the Seller for its organs, employees and vicarious agents as well as the personal liability of the organs, employees and vicarious agents of the Seller.

## **§ 10 Packaging**

- (1) By returning packaging separated from other waste, moreover separated by material type, the raw materials contained in the packaging can be recovered and/or recycled in an environmentally friendly and resource-saving manner.
- (2) The return of the packaging in the meaning of Section 15 (1) of the Packaging Act shall be effected at the Buyer's request by collection of the packaging from the Buyer's place of business by the Seller or a third party to be commissioned by the Seller. The Buyer shall bear the corresponding costs for collection and recycling. If the packaging delivered by the Seller is not returned in accordance with this provision, the Buyer shall be responsible for the proper and correct recycling of the packaging at its own expense. A return at the Seller's place of business is excluded.
- (3) The aforementioned provision expressly does not apply to reusable packaging within the meaning of the Packaging Act. In particular, insofar as the goods have been handed over to the Buyer on Euro pallets, lattice boxes or reusable reels the Buyer shall return these to the Seller in the same number and the same type and quality at the place of the original handover.

## **§ 11 Non-assignment, place of performance, jurisdiction, applicable law**

- (1) The assignment of claims of the Buyer against the Seller to third parties require the prior written consent of the Seller; Text form (section 126b of the German Civil Code) is excluded.

- (2) Place of performance for the payment and the performance of the Seller shall be the registered office of the Seller in Hamburg.
- (3) The courts at the registered office of the Seller in Hamburg shall be exclusively competent for all disputes arising from the contractual relationship between the Seller and the Buyer. However, the Seller shall have the right to bring an action against the Buyer at any other place of jurisdiction established by law.
- (4) These GTC and the entire contractual relationship between the Seller and the Buyer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

Stand: December 2023