

## 1. SCOPE AND APPLICATION

The following terms and conditions apply with regard to all current and future offers made by us and contracts concluded by us with as well as deliveries and services to entrepreneurs („Unternehmer“) (Paragraph 14 German Civil Code (BGB)), public-sector legal entities or special bodies or funds under public law (hereinafter referred to as „Customers“). Any general conditions of business of the Customer shall become an integral part of the contract only, if and to the extent that we have expressly consented to the application thereof.

## 2. CONCLUSION OF THE CONTRACT

2.1 Unless our offers are explicitly defined as binding or contain a specific period for their acceptance they are subject to confirmation and are not binding. No contract shall come about until we have confirmed the order in writing, or by delivery.

2.2 The contract concluded in writing or text form shall be exclusively authoritative for the terms of the contract and, in particular, for the specifications of the goods and services. Any amendments and additions to the terms and conditions contained herein require our confirmation in writing or text form. To the exemption of our managing directors and employees with special power of attorney („Prokuristen“), our employees are not authorized to enter into any oral agreements deviating herefrom. The transmission via telecommunication means, including but not limited to via fax or e-mail, fulfills the requirement of the form, if a signed copy of the respective declaration is transmitted.

2.3 Details of the subject matter of the delivery contained in our brochures, price lists, catalogues and our offer (including, without limitation, weights, dimensions, tolerances and technical data) as well as our descriptions of the same (including, without limitation, drawings and pictures) are only approximately authoritative, unless a use for the contractually intended purpose requires an exact conformity. The same are no guarantee of quality („Beschaffungsgarantien“), but instead only descriptions and characterizations of the goods or services. Deviations customary in the industry and changes that are implemented due to regulatory requirements or represent technical improvements are permitted as long as they do not affect the usability for the contractually intended purpose.

2.4 Models or samples are illustrative material and are provided, without assuming any legal obligation and without creating any binding obligation with regard to such models or samples, and their quality and technical data are only approximately authoritative for the performance of the contract.

## 3. PRICES AND PAYMENT TERMS

3.1 Our prices for services apply ex works excluding transport insurance, packaging, dispatch and statutory value added tax; in the case of export deliveries excluding customs duties and charges and other official duties.

3.2 In case the costs of raw materials, wages, energy or other costs of procurement or manufacture of the subject matter of the delivery change significantly after the date of the order or conclusion of the contract, both parties are entitled to demand a reasonable adaptation of the prices if agreed delivery times are more than four months after the conclusion of the contract.

3.3 Payment shall be due without any deductions upon delivery. If no explicit payment term is agreed, the Customer shall be in default („in Verzug“) 14 calendar days following delivery and the issue of the invoice without any need for a payment reminder. Payment shall only be deemed to have been effected on the date of receipt thereof by us. Payment via cheques or bills of exchange is excluded unless explicitly agreed otherwise in any single case.

3.4 We shall be entitled to make the performance of all outstanding deliveries or services dependent on a payment in advance or a security, provided to us, if following conclusion of the contract we learn of circumstances, which significantly affect the creditworthiness of the Customer and by which payment by the Customer of our claims from the respective contractual relationship is at risk.

3.5 The Customer may only offset any counterclaim against our claims or retain payments on the basis of any such counterclaim to the extent such counterclaim is undisputed or has become final and absolute or is reciprocal to our claims.

## 4. DELIVERY DATES

4.1 Unless a delivery date is explicitly agreed as binding, any agreed delivery dates shall be of indicative nature only. If a dispatch by us is agreed with the Customer, any delivery lead time and delivery date shall be met, when we have handed over the goods for transportation to the carrier, forwarding agent or other third party handling the transport.

4.2 We shall not be held liable or responsible for failure or delay in delivery to the extent that such failure or delay results from an event of force majeure or any other event that was not foreseeable at the moment of conclusion of the contract (including without limitation any occurrences leading to a break or disruption in operation, difficulties in materials or power supply, transport delays, strike, lawful lock-outs, shortages of manpower, energy or raw materials, difficulties in obtaining necessary official approvals, administrative acts, or missing, non-conforming or belated supply from suppliers) for which we are not responsible. Should such events render our delivery or performance significantly more difficult or impossible and should the obstacle be not only of temporary nature, we are entitled to rescind the contract. If the obstacle is of temporary nature, the lead times or dates for delivery or performance shall be postponed by the duration of the obstructive event plus a reasonable warm-up period. Insofar as due to the delay the acceptance of the delivery or performance can no longer be reasonably expected from the Customer, the Customer may rescind the contract without undue delay by written notice to us.

4.3 In the event that we are in delay of delivery („Lieferverzug“) or our delivery becomes impossible, for whatever reason, our liability shall be limited pursuant Clause 8 hereunder.

## 5. DELIVERY

5.1 All deliveries shall be EXW our factory or distribution warehouse (Incoterms 2020). Where the Customer is in default regarding the acceptance, the risk shall pass to the Customer on our notification that the goods are ready for dispatch. This applies irrespective of whether or not dispatch takes place from the place of performance and of who bears the transportation costs.

5.2 Only upon explicit request by and at the cost of the Customer we will insure the shipment against theft, breakage, transport damage, fire and water damage or other insurable risks.

5.3 Part deliveries shall be permitted if the Customer can use the part delivery for the contractually stipulated purpose, delivery of the remainder of the goods ordered has been ensured and the Customer does not thereby incur considerable additional work and expense (unless we declare that we will bear such cost).

5.4 Where delivery of goods or services is agreed in the form of call orders or blanket orders (multiple delivery contracts), the Customer shall, unless otherwise agreed in any single case, call and take delivery of the whole contractual quantity or the remainder thereof at the latest upon three months following the first partial delivery or, if no partial delivery has been made before, at the latest upon six months following conclusion of the contract. If the Customer does not fulfil this obligation, we are entitled, after expiry of a reasonable grace period set by us, to deliver the remaining contractual quantity at the cost and risk of the Customer and invoice the same.

5.5 Where the Customer is in default regarding acceptance, we are entitled to claim storage cost in the amount of 0.25 per cent of the invoice value of the delivery items to be stored for each full week of default, maximum, however, in the amount of 5 per cent of the invoice value.

## 6. RESERVATION OF TITLE

6.1 We shall retain title to goods supplied by us until their full payment. With regard to goods that the Customer has not yet fully paid for before shipment, we retain title until all outstanding claims arising under the business relationship with the Customer have been settled in full.

6.2 The Customer shall be obliged to store and label the goods subject to the reservation of title separately. At its own expense, the Customer shall insure the goods subject to the reservation of title against fire, damage caused by water, burglary and theft. On request, the insurance policy must be submitted to us for inspection. The Customer assigns to us in advance all rights to claim under the insurance policy. We accept said assignment.

6.3 The Customer must inform us immediately in the event that the property subject to the reservation of title is seized by a third party. The Customer shall bear the cost of reversing such seizure and reacquiring the goods supplied by us.

6.4 The Customer shall be entitled to sell the goods subject to the reservation of title in the normal course of business provided the Customer is not in default. Liens or assignments of title as security are not permitted. By way of security, the Customer hereby assigns to us, in full, all claims, arising from the resale or based on other legal grounds (insurance, tort), which relate to the goods subject to the reservation of title. We revocably authorize the Customer to collect all accounts receivable assigned to us in its own name but for our account. At our request, the Customer shall disclose the assignment and provide us with the information and documentation necessary to collect the accounts receivable.

6.5 If the goods subject to the reservation of title are combined with other items, the reservation of title shall continue to apply with respect to the newly created item. We shall thereby acquire a co-ownership share in the ratio of the value (invoice value) of the goods subject to the reservation of title to the value of the other combined items. If one of the combined items is regarded as the main item, the Customer shall transfer to us a co-ownership share in the ratio of the value of the goods supplied by us (invoice value) to the value of the other combined items. As regards our co-ownership share, the Customer shall keep the newly created item in safe custody, free of charge. If the goods subject to the reservation of title are resold as part of the newly created item, the assignment of future claims contained in Clause 6.4 shall only apply to the extent of the invoice value of the goods subject to the reservation of title.

6.6 In the event that the law applicable in the country, in which the subject matter of the delivery is located, does not permit the agreement of a reservation of title, or does so only in a limited form, we may reserve other rights over the delivered goods. The Customer shall be obliged to assist with all measures (e.g. registration) necessary for effecting the reservation of title or rights in substitution of a reservation of title, and to assist us in the safeguarding of such rights.

## 7. WARRANTY CLAIMS

7.1 The customer must inspect the goods immediately after delivery, insofar as this is feasible in the ordinary course of business, and, if a defect is found, notify us of this within three working days. If the buyer fails to notify us, § 377 para. 2-5 HGB shall apply. If any of our goods or services prove to be defective, we shall initially be obliged to remedy the defects within reasonable period of time by, at our option, either rectifying the defect or by making a replacement delivery. In the case of a replacement delivery the Customer must return the defective goods to us in accordance with the statutory provisions. We shall bear the costs of such supplementary performance (rectification or replacement delivery; „Nacherfüllung“), in particular the transport costs, labor costs and cost of materials. This shall not apply if the cost is increased because the subject matter of delivery is located somewhere other than the intended place of use.

7.2 We shall be entitled to make the subsequent performance owed dependent on the Customer paying the due purchase price. The Customer shall, however, be entitled to withhold such part of the purchase price as is reasonable in proportion to the defect.

7.3 The limitation period for warranty claims shall be 12 months calculated as from delivery or, if acceptance is required, as of acceptance. A liability claim based on the breach of the obligation of supplementary performance shall only exist if, during the aforementioned 12 months limitation period, a) the Customer has requested supplementary performance and b) we have breached our obligation of supplementary performance. The 12 months limitation period pursuant to this Clause 7.3 shall not apply in the case of malice („Arglist“) and to liability claims pursuant Clauses 9.1 to 9.3, in which cases the statutory limitation periods apply.

7.4 If the defect is caused by a defective third-party product, we shall be entitled to assign our warranty claims against our supplier to the Customer. In that case a claim can be asserted against us under the above provisions only, if the Customer has asserted the assigned claims against the supplier without success and such failure is not due to the fault of the Customer or the asserting of the assigned claims against the supplier is hopeless, e.g. because of the insolvency of the supplier.

## 8. MINIMUM REMUNERATION

We ensure that at least the working conditions, including the minimum wage, are guaranteed to which our employees are entitled under the Minimum Wage Act (MiLoG) as amended. This obligation includes, in particular, the obligation to pay remuneration entitlements on time. If we use third parties (subcontractors/suppliers) to perform our tasks, we will select them carefully and work towards contractually obliging them to perform them as well.

## 9. LIABILITY

9.1 We shall be liable for any culpable breach of our material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterize the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. However, unless our conduct has been either grossly negligent or intentional, we shall be liable only for the foreseeable damage, which typically occurs.

9.2 In all other cases we shall be liable if damage has been caused intentionally or grossly negligently by us or by one of our vicarious agents. Where we have given a guarantee, or for damage arising out of any injury to life, body or health, we shall be liable in accordance with the statutory provisions. Otherwise claims against us for damages arising out of a breach of obligation are excluded.

9.3 Liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

9.4 The claims for damages under Clauses 9.1 to 9.3 above shall be time-barred according to the statutory periods.

## 10. DRAWINGS, DESIGNS AND OTHER DOCUMENTATION

10.1 We reserve our proprietary rights and copyright in our quotation documents, pictures, drawings, calculations, samples and other items and documents. The same or their content may not be passed on to third parties nor published nor may they be used for other purposes or copied by the Customer itself or by any third party without our explicit consent. Upon request, the Customer must return such items and documents to us completely and destroy any copies if they are no longer needed in the ordinary course of business or the negotiations have not led to the conclusion of a contract. Excluded here from shall be the storage of data as a back-up as part of usual data storage practice.

10.2 In the case of deliveries made in accordance with drawings, models or details provided by the Customer, the latter shall indemnify us against all intellectual property claims by third parties unless the Customer is not responsible for the respective intellectual property infringement. Where the Customer is in breach of contract, the intellectual property rights of the Customer shall not prevent us from turning the goods to our own account.

## 11. INFORMATION AND ADVICE, TOLERANCES

11.1 Our information and recommendations are not binding and are made excluding all liability unless we have obligated ourselves expressly to provide information and recommendations. Moreover, our information and recommendations shall not relieve the Customer from own investigations and tests whether a product is suitable and appropriate for the technical and economical purposes intended by the Customer. Furthermore, the Customer shall be responsible to comply with any legal or administrative provisions in the application of the subject matter of the delivery.

11.2 Deviations caused by production or material between the quantity supplied and the quantity ordered of up to 10 per cent for order related production and up to 20 per cent for small orders (up to 10'000 m<sup>2</sup> or up to 1 ton) or difficult layouts shall be deemed permissible under the terms of the contract. Furthermore, for printed composite polymer films the following deviations caused by production or material between the quantity supplied and the quantity ordered are permissible:

### Order size Permitted smaller and larger delivery quantities

<= 5'000 m <sup>2</sup>	-50% to +50%
<= 20'000 m <sup>2</sup>	-25% to +25%
> 20'000 m <sup>2</sup>	-10% to +10%

## 12. FINAL PROVISIONS

12.1 In the event of any conflict between the German version of these terms and conditions and the English version, the German version shall prevail.

12.2 The legal relationship between the Customer and us shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.

12.3 The place of performance for all obligations of both parties of the contract shall be the place of our registered office (seat).

12.4 The place of jurisdiction for all legal disputes arising out of or in connection with the legal relationship between us and the Customer shall be our registered office (seat). We shall, however, be entitled to also assert our claims at the Customer's registered office (seat).

DATE: 5. February 2024