

General Terms and Conditions of Delivery for Peter Greven GmbH & Co. KG

I. Validity

1. All our deliveries, services, and offers are made exclusively on the basis of these General Terms and Conditions of Delivery. These are an integral part of all contracts that we conclude with our contractual partners for the deliveries or services offered by us. They shall also apply - in the respective current version - to all future deliveries, services, or offers to the Buyer, even if they are not subject to additional separate agreements.
2. The Buyer's general terms and conditions shall not apply to the delivery relationship unless we have expressly agreed to their validity in writing. These General Terms and Conditions of Delivery shall also apply if we deliver to the Buyer without reservation while being aware of terms and conditions of the Buyer which conflict with or deviate from these General Terms and Conditions of Delivery.

II. Conclusion of contract and subject of delivery

1. All our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.

A binding contract only comes into existence upon our written or electronic order confirmation. In this case, the Buyer is bound to its order for a period of four weeks.

Our written or electronic order confirmation shall determine the scope of delivery. Ancillary agreements or amendments require our written or electronic confirmation to become effective.

2. If we have specified the quality or condition of the products in our offer, the condition of the goods to be delivered by us shall be determined exclusively on this basis. We reserve the right to deviate from this, in particular with regard to changing the ingredients and/or composition of the delivery item, unless (i) the delivery item has been substantially changed and the changes are unreasonable to the Buyer or (ii) the binding nature of the information provided by us on the subject of the delivery or service (e.g. formulations, ingredients, weights, dimensions, utility values, allowances, technical data) as well as representations thereof (e.g. drawings, illustrations) have been expressly agreed as binding with the Buyer.

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.
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Register Court Bonn HRB-Nr. 10966 · Managing director: Peter Greven, Werner Heiliger, Dr. Hermann Josef Stolz

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The aforementioned information provided by us on the subject of the delivery or service as well as the representations based on them are neither guaranteed by us nor do they constitute a description of the due quality (*Sollbeschaffenheit*) without our express written or electronic assurance in our offer. In the absence of any other written or electronic assurance in our offer, these are merely non-binding descriptions or characterisations of the delivery or service, from which deviations in accordance with the first sentence of this Section II. 2 are permissible. In the event that the due quality of the delivery or service has been bindingly agreed with the Buyer, changes by us shall remain permissible insofar as they are made on the basis of mandatory legal provisions and are reasonable for the Buyer. In the event of unreasonableness, the Buyer shall have the right to withdraw from the contract. Further claims are excluded.

3. If we have agreed with the Buyer on a price for the delivered goods according to the weight of the delivery item, this shall be exclusively determined by the weight established by us upon dispatch of the delivery item which we state on the delivery note.
4. We reserve all rights, in particular ownership and copyright, to any documents, drawings, illustrations, specifications, samples, etc. which may have been made available to the Buyer. The Buyer may use them exclusively within the scope of the contractually foreseen purpose. They are to be treated as strictly confidential and may not be made accessible to third parties without our prior written consent.
5. Recommendations for the use or processing of the delivery item which we give to the Buyer are always non-binding unless we receive separate remuneration for this.

III. Prices and payment

1. The prices apply to the scope of services and delivery as listed in our order confirmations. Any additional or special services will be charged separately. Unless the Parties expressly agree otherwise, prices shall be in Euros EXW (Incoterms 2020) plus statutory value added tax and insurance costs. Any customs duties, taxes, fees, or similar levies shall be charged separately insofar as they are to be borne by us.
2. If the delivery contract is a framework agreement, quantity contract, or other supply relationship agreed for a specific duration with a fixed price agreement, the Parties agree that the prices agreed therein shall only apply for the calendar quarter following the conclusion of the agreement and the respective prices applicable shall thereafter be agreed anew

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between the Parties for each subsequent calendar quarter, unless expressly stated otherwise in the agreement.

3. Unless otherwise expressly agreed in writing, our invoices shall be due and payable within 30 days of the Buyer's receipt of the invoice, in cash without any deductions, to the Peter Greven payment office. In the latter case, the receipt of the payment by us shall determine the timeliness of the payment.
4. If the Buyer fails to make due payment, the outstanding amounts shall bear interest from the due date at a rate of 5% p.a.; in the event of default in payment, the Buyer shall pay us default interest at a rate of nine percentage points above the base lending rate. We reserve the right to prove that we have incurred a higher amount of damages as a result of the delay in payment.
5. The Buyer shall only be entitled to exercise a right of retention or to offset claims if its counterclaims have been legally established, are undisputed, or have been acknowledged by us. Furthermore, it shall only be entitled to exercise a right of retention provided that its counterclaim is based on the same contractual relationship.
6. At our due discretion, we shall be entitled to make outstanding deliveries only against advance payment or provision of sureties if circumstances become known which are likely to substantially reduce the creditworthiness of the Buyer and which jeopardise the payment of our outstanding claims by the Buyer from the respective contractual relationship, including those from other individual orders to which the same framework agreement applies.
7. Unless otherwise expressly agreed with the Buyer, all payments shall be made in € (euro) and exclusively to us.

IV. Delivery and delivery time

1. Our order confirmation shall govern the delivery periods, insofar as a fixed deadline or date has been expressly promised or agreed therein. Deadlines and dates otherwise promised by us shall always be only approximate.

The delivery period shall be deemed to have been complied with if the goods have been made available by us at our factory by the end of the delivery period and the Buyer has been notified that the goods are ready for dispatch.

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2. Suitable partial deliveries are permissible to a reasonable extent if such partial delivery can be used by the Buyer within the remit of the contractually intended purpose, the delivery of the remaining goods has been ensured and the Buyer does not incur any additional costs or significant additional expenses as a result.
3. If shipment or delivery is delayed at the request of the Buyer or for other reasons for which the Buyer is responsible after notification of readiness for dispatch, we may charge the Buyer storage fees of 0.5% for each month or part thereof, but no more than a total of 5% of the price of the delivery items affected. The contracting parties shall remain free to prove higher or lower damages due to the delay.
4. The delivery is subject to timely and proper self-supply if we have concluded a congruent hedging transaction (*Deckungsgeschäft*) for this purpose.
5. If we are in delay with a delivery or if delivery becomes impossible for us, the Buyer shall be entitled to withdraw from the relevant contract in accordance with the statutory provisions. In the event that delivery is delayed or impossible, we shall only be liable for damages in accordance with the provisions of Section VIII. of these General Terms and Conditions of Delivery.
6. Events of force majeure shall entitle us to postpone delivery for the duration of the hindrance plus a reasonable starting-up period, or to withdraw from the contract in whole or in part due to the as-yet unfulfilled part. Force majeure shall in particular include strikes, lockouts, epidemics and cyber-attacks, political unrest, or unforeseen circumstances such as operational disruptions that make it impossible for us to deliver on time despite reasonable efforts. This shall also apply if the aforementioned hindrances occur during a delay or at a subcontractor. We shall notify the Buyer without undue delay if a case of force majeure pursuant to this Section IV. 6 occurs. The Buyer may request that we declare within six weeks whether we will withdraw from the contract in whole or in part, or whether we will deliver within a reasonable grace period. If we do not make a declaration by the deadline set by the Buyer, the Buyer may withdraw from the part of the contract not yet fulfilled.

V. Packaging, shipping, transfer of risk, and acceptance of the goods by the Buyer

1. Unless expressly agreed otherwise, we shall choose the type of packaging at our free discretion.

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2. Risk shall transfer to the Buyer at the latest when the delivery item is handed over to the carrier named by the Buyer. This also applies to partial deliveries. In addition, the Buyer shall be in default of acceptance if we have notified it that the goods are ready for dispatch but the Buyer refuses to take delivery of the goods on the specified date, does not collect the goods on the specified date, or does not have them collected by a carrier.
3. If the Buyer is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation from it for the damage we have incurred as a result, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery item shall also transfer to the Buyer. After a reasonable deadline has been set and passed in vain, we are also entitled to otherwise dispose of the delivery item and to supply the Buyer within a reasonably extended deadline.
4. The delivery item shall only be insured against theft, breakage, transport, fire and water damage, and other insurable risks at the express request of the Buyer and at its expense.
5. Delivered items, even if they carry insignificant defects, shall be accepted by the Buyer without prejudice to its rights under Section VII. of these General Terms and Conditions of Delivery and shall not be returned prior to any entitlement of the Buyer to withdraw from the contract pursuant to Section VII. 3.

VI. Retention of ownership

1. We retain ownership of the delivery item until all claims against the Buyer arising from the business relationship, as well as any claims arising in the future, including from contracts concluded at the same time or later have been settled in full. This shall also apply if any or all of our claims have been included in a current account and the balance has been drawn and acknowledged.
2. If we withdraw from the contract due to breach of contract by the Buyer, in particular due to late payment, the Buyer shall bear all costs for the repossession of the delivery item. In the event of seizure or other interventions by third parties, the Buyer must notify us immediately in writing, provide all necessary clarifications, and inform the third party of the existing ownership. The Buyer may not pledge the delivery item or assign it as security. The Buyer is obliged to treat the delivery item with due care; in particular, it is obliged to insure the item adequately at its own expense against fire, water and theft at replacement value.

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3. The Buyer shall be entitled to resell the delivery item in the ordinary course of business. It herewith assigns to us, however, all claims together with all ancillary rights which accrue to it against its customers or third parties from the resale, regardless of whether the goods subject to retention of title have been produced by the Buyer before being resold. The Buyer shall be authorised to collect these receivables even after the assignment. Our right to collect the receivables ourselves shall remain unaffected; however, we undertake not to collect the receivables for as long as the Buyer duly meets its payment obligations, is not in default of payment and, in particular, no application to initiate insolvency proceedings against the Buyer's assets has been filed and payments from the Buyer have not been suspended. We can demand that the Buyer informs us of the assigned receivables and the relevant debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.
4. We shall be obliged to release the sureties to which we are entitled at the request of the Buyer if their realisable value, taking into account customary bank valuation discounts, exceeds the claim to be secured by more than 20%. The purchase prices for goods and the nominal value for receivables are to be used as a basis therefore.

VII. Warranty

1. All rights and claims of the Buyer for defects shall be subject to the condition that the Buyer has duly complied with its statutory obligations to inspect the goods and to give notice of defects. Any notice of defect must be given to us by the Buyer in writing, stating the exact nature and extent of the defect, so that we are able to verify whether the notice of defect is justified.

The Buyer must also inspect the delivered goods for transport damage immediately upon arrival and note any damage found in writing on the consignment note, have this complaint countersigned by the carrier, and inform us of this in writing.

If the delivery item is to be further processed or mixed with other items in accordance with its nature and intended use, the Buyer shall also be obliged, before using the delivery item, to perform appropriate tests to verify whether the delivery item is suitable for further processing or mixing with the other item, and is free of defects after further processing or mixing.

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2. If there is a defect in the delivery item, we shall be entitled to remedy the defect or to make a replacement delivery at our own discretion. We shall bear the costs associated with subsequent performance in accordance with the statutory provisions. If the Buyer justifiably claims costs from us which it has incurred for the deployment of its own employees or own items, the Buyer's reimbursement claims shall be limited to its own costs (*Selbstkosten*) in this respect. If the costs associated with subsequent performance increase due to the fact that the goods have been taken to a place other than the agreed place of delivery at the Buyer's request, the Buyer shall bear all additional costs arising from this.
3. If we are not willing or able to remedy the defect or make a replacement delivery, if we refuse to do so, if it is delayed beyond reasonable time limits for reasons for which we are responsible, or if the subsequent performance fails at least twice for other reasons, the Buyer shall be entitled, at its choice, to withdraw from the contract or to demand a corresponding reduction of the purchase price.
4. The Buyer's right to withdraw from the contract in the event of defects in the goods shall be excluded if the Buyer is unable to return the delivery received and this is not due to the return being impossible due to the nature of the delivery received, is not within our responsibility, or if a defect has only become apparent during processing or reconfiguration of the goods. In the event of a partial delivery or delivery of defective goods, the Buyer shall only be entitled to withdraw from the entire contract or to claim damages in lieu of the entire performance in accordance with the following provisions if, from an objective perspective, it has no interest in the delivery made.
5. For substantial third-party products, our liability shall be limited to an assignment of the claims to which we are entitled against the supplier of the third-party product. Only if recourse to the supplier of the third-party product should fail for reasons for which the Buyer is not responsible (e.g. due to supplier insolvency), the Buyer shall be entitled to claims for defects against us according to the provisions of this Section VII.
6. The Buyer shall be entitled to claims for damages solely in accordance with Section VIII of these General Terms and Conditions of Delivery.
7. The warranty shall not apply if the Buyer reworks the goods without our consent or has them reworked by third parties, thereby rendering the rectification of defects impossible or unreasonably difficult. In any case, the Buyer shall bear the additional costs of remedying

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the defect resulting from this processing. Furthermore, no liability shall be assumed by us for damage caused for the following reasons:

- unsuitable or improper use,
- wrongful further processing or mixing by the Buyer or third parties unless any processing instructions from us are incorrect,
- changes to the delivery item made by the Buyer or third parties,
- natural changes of the delivery item or wear and tear, unless we have expressly guaranteed otherwise,
- incorrect or negligent handling or storage,
- unsuitable operating materials, substitute materials,
- chemical, electrochemical or electrical influences, unless they are our fault,
- faulty or incomplete documents, in particular formulations, instructions, samples, or drawings, which the Buyer has provided to us for the manufacture of the products or which we have to observe during manufacture according to the Buyer's specifications. We are under no obligation to check the documents provided by the Buyer for correctness and completeness.

8. The limitation period for claims for subsequent performance, rescission, and reduction due to defects in the delivery item is one year from the transfer of risk. This shall also apply to the Buyer's claims for reimbursement of expenses in the event of recourse by the Buyer pursuant to Section 445a of the German Civil Code (BGB); the provision of Section 445b para. 2 BGB remains unaffected. For the limitation of claims for damages based on defects of the delivery item, the following provision of Section VIII. 10. shall apply.

VIII. Damages

1. We shall be liable for damages, irrespective of the legal grounds, in particular for impossible, delayed, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations or under tort, exclusively in accordance with the provisions of this Section VIII. Other than that any liability for damages is excluded.
2. We shall be liable according to the statutory provisions for the intentional and grossly negligent conduct of our legal representatives or executive employees, for injury to life and limb, damage to health, as well as for guaranteed qualities of the delivery items and for claims pursuant to the provisions of the German Product Liability Act.

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3. Furthermore, we shall be liable

- for damages resulting from a slightly negligent breach of essential contractual obligations by our legal representatives, executive employees and vicarious agents;
- for damages caused by our ordinary vicarious agents (*einfache Erfüllungsgehilfen*) due to gross negligence or intent without violation of essential contractual obligations.

Essential contractual obligations in that sense are those obligations which must necessarily be fulfilled for the proper performance of the contract to be possible in the first place and the observance of which the contractual partner regularly relies on and may rely on (*Kardinalspflichten*).

Our liability for damages in the cases provided in this Section VIII. 3. shall be limited in accordance with the following Section VIII. 4-6.

4. Our liability under the above Section VIII. 3 for damages shall be limited to the amount of the foreseeable damage typical for the contract.
5. Our liability according to Section VIII. 3 shall be excluded if the Buyer has for its part effectively limited its liability towards its customer. In this context, the Buyer shall make best efforts to limit its liability towards its customers to the extent legally permissible and also in our favour.
6. Within the scope of our liability pursuant to Section VIII. 3, we shall only be liable for indirect damage and consequential damage resulting from defects in the delivery item if such damage is typically to be expected when using the delivery item as intended.
7. If we provide technical information or are offering advice, in particular on the use or processing of the delivery item, and this information or advice is not part of the contractually agreed scope of services owed by us, this shall be done free of charge and excluding any liability.
8. The Buyer shall inform and consult us immediately and comprehensively if it wishes to make a claim against us according to the above provisions. The Buyer must give us the opportunity to investigate the damage. The contracting parties will agree on the measures to be taken, in particular in the case of settlement negotiations.

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9. The provisions on the exclusion of warranty in Section VII. 7 of these General Terms and Conditions of Delivery shall apply accordingly to claims for damages.
10. The limitation period for claims for damages due to defective delivery is one year from the transfer of risk. In the event of recourse by the Buyer pursuant to Section 445a BGB, claims for damages due to defective goods shall not expire before the period of time specified in Section 445b para. 2 BGB has lapsed. The limitation period for claims for damages due to the breach of other contractual obligations is one year from the end of the year in which the claim arose and the Buyer became aware of the circumstances giving rise to the claim and the identity of the debtor, or should have become aware without gross negligence.

In the event of injury to life and limb or damage to health, for damages under the German Product Liability Act and those caused by malicious conduct, intent, gross negligence or negligent breach of essential contractual obligations within the meaning of Section VIII. 3 of these General Terms and Conditions of Delivery by our legal representatives, our executive employees or vicarious agents, in derivation of from the first paragraph of this Section VIII. 10, the statutory limitation period shall apply.

IX. Industrial property rights

1. Unless expressly agreed otherwise, we only represent that the goods do not infringe any industrial property rights of third parties in the country of the place of delivery (hereinafter: property rights), unless we are positively aware of any infringements of industrial property rights at the Buyer's place of business or in another country to which the delivery item is to be taken for its intended purpose and of which the Buyer has notified us in writing. If a third party asserts justified claims against the Buyer due to the infringement of property rights by products supplied by us and used in accordance with the contract, we shall be liable to the Buyer according to the provisions in sentence 1 as follows:
 - a) The Buyer must inform us without undue delay in writing of any infringements of property rights asserted by the third party. We shall, at our own due discretion and at our own expense, satisfy or raise a defence against such claims, or end the dispute by means of a settlement. For this purpose, the Buyer grants us the sole authority to decide on the legal defence and settlement negotiations, and will grant us the necessary powers of attorney in each individual case, including the right to grant corresponding substitute powers of attorney.

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- b) If the delivery constitutes an infringement of property rights according to the provisions of sentence 1, we shall remedy the reason for the infringement of the property right within a reasonable period of time. For this purpose we shall, at our own due discretion, either obtain a right of use for the deliveries concerned at our expense, modify the delivery item in such a way that the property right is not infringed, or replace it.
 - c) If remedying the infringement of the property right fails or if remedying it is not possible under reasonable conditions or is unreasonable for the Buyer, the Buyer shall be entitled to the statutory rights of rescission or reduction of the purchase price. Our obligation to pay damages shall be governed by Section VIII of these General Terms and Conditions of Delivery only.
 - d) We shall not be liable for claims of third parties for infringement of property rights if these are due to particular specifications provided by the Buyer, by an application not foreseeable to us, by the fact that the delivery item has been modified by the Buyer or an unauthorised third party, by the fact that it has not been used under the conditions of use recommended by us or the agreed conditions, or by the fact that it has been used along with products not supplied by us. We are generally not liable for claims of third parties for property rights infringements if the Buyer is responsible for them. Should third parties assert claims against us in this respect, the Buyer shall indemnify us against such claims.
 - e) We shall also not be liable to the Buyer if it acknowledges the infringement to the third party without our consent or, in the event that the Buyer ceases to use the product, it fails to point out to the third party that cessation of use does not constitute an acknowledgement of an infringement of property rights.
2. In the event of an infringement of property rights, the provisions of Section VII. 2 and 5 shall apply accordingly.
3. The provisions on the limitation period in Sections VII. 8 and VIII. 10 apply accordingly.

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.
Register Court Bonn HRA-Nr. 5193 · Personally liable partner: Greven GmbH, Bad Münstereifel
Register Court Bonn HRB-Nr. 10966 · Managing director: Peter Greven, Werner Heiliger, Dr. Hermann Josef Stolz

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E-mail: Greven@Peter-Greven.com
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Our VAT-IdNo.: DE122397700

Banks:
Kreissparkasse Euskirchen BLZ 382 501 10 Kto. 1 018 225
IBAN DE 97 3825 0110 0001 0182 25 / BIC WELA DE D1 EUS
Commerzbank Euskirchen BLZ 380 400 07 Kto. 326 480 100
IBAN DE 94 3804 0007 0326 4801 00 / BIC COBA DE FF 383
DZ Bank Düsseldorf BLZ 300 600 10 Kto 86107
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X. Export rights – conditions for delivery by Peter Greven

The delivery by us is subject to the proviso that any necessary export licences are granted and no other obstacles to the delivery arise on account of export or shipping regulations to be observed by us as exporter/shipper or one of our suppliers.

XI. Final provisions

1. If the Buyer is a merchant, the exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Bonn. We are also entitled, however, to sue the Buyer at another place of jurisdiction available.
2. Unless otherwise expressly agreed in writing, the place of performance for all obligations arising from the business relationship shall be Bad Münstereifel.
3. The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) is excluded.
4. Should any provision of these General Terms and Conditions of Delivery be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by such provision which comes closest to the invalid provision. This provision shall also apply to any gaps in the provisions of these General Terms and Conditions of Delivery.

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