

General Terms and Conditions of Sale and Delivery

Bühnen GmbH & Co. KG

These General Terms and Conditions form an integral part of all our quotations and contracts for goods and services and shall apply to our current or future business relationship. Agreements deviating from these General Terms and Conditions, including but not limited to conflicting terms and conditions of customers ("Customer") and side agreements shall only become an integral part hereof upon our prior express written consent in each and every case.

1. Quotations, Conclusion and Term of Contracts

- 1.1 Our quotations and estimates are subject to change without notice.
- 1.2 Contracts and amendments of contracts are only deemed to have been entered into or agreed upon, as the case may be, if and when we have accepted orders from Customer in writing, agreed in writing to supplements or changes requested by Customer, or delivered the goods and performed the services ordered by Customer.
- 1.3 Any documents (such as technical descriptions, brochures, catalogues, drawings, pictures, statements regarding color, measurements and weights) provided to Customer contain approximate values only as customary in this line of business. It is understood that the statements regarding measurements made in such documents shall be deemed to be made without the effects of interferences, if any, or any other environmental influence.
- 1.4 Contracts for recurrent deliveries and supply contracts running for an indefinite period of time shall be subject to termination at three months' notice.
- 1.5 For supply contracts, firm delivery quantities shall be communicated to us at least one month prior to the date of delivery, unless agreed otherwise with Customer. Expenses and damages incurred by us due to late communication or subsequent changes with regard to quantities to be supplied or time of delivery by Customer shall be at Customer's expense.
- 1.6 We reserve title, copyright and/or any other industrial property rights with regard to any documents provided by us. Unless authorized by us, such documents may not be used for any other purpose in any other manner; in particular no copies shall be made thereof, nor shall they be disclosed to third parties.

2. Prices

- 2.1 Our prices are net ex factory and are exclusive of transportation, packaging, postage and other costs which will be charged separately to Customer.
- 2.2 Value added tax ("VAT") shall not be included in our prices. The VAT will be shown separately in our invoices.
- 2.3 We shall be entitled to charge the price for the goods delivered and services performed corresponding to the price charged to other customers for such goods or services if a period of more than four (4) months has elapsed between the conclusion of the contract and delivery of goods or performance of service.

3. Invoices and Payment

- 3.1 The purchase price is due and payable within 30 days after the invoice date and delivery/acceptance of the goods.
- 3.2 With the expiry of the above-mentioned term of payment the customer will be in default. During the payment default, interest will be charged on the sales price in conformity with the legal default interest rate. We shall have the right to claim further damages on the grounds of default.
- 3.3 Checks will only be accepted upon prior written agreement. Payments made by check shall only be credited to Customer's account if their equivalent value is made available to us without reservation. Costs incurred shall be reimbursed to us.

4. Manufacturing Equipment and Supplies, Samples

- 4.1 We shall charge Customer separately with the production costs of samples and manufacturing equipment and supplies (tools, moulds, templates). This shall also apply to manufacturing equipment and supplies that must be replaced due to wear and tear.
- 4.2 If we so desire, the manufacturing equipment and supplies shall remain our property until completion of performance of the contract for which such equipment and supplies are required, and we shall be entitled, even though Customer has paid for the manufacturing equipment and supplies, to use them without compensation for the fulfillment of the specific contract entered into with Customer.
- 4.3 We shall keep the manufacturing equipment and supplies in safe custody for a period not exceeding three (3) years from the time of the last delivery to Customer based on the respective contract. Our obligation of keeping the equipment and supplies in safe custody shall expire earlier than the three-year period specified above if we requested the Customer concerned to pick up the manufacturing equipment and supplies and a reasonable time set for this purpose has expired.
- 4.4 The manufacturing equipment and supplies shall not be used by Customer for its own deliveries to third parties unless authorized by us.

5. Assignment, Offset and Right of Retention

- 5.1 Customer shall not have the right to assign any claims and rights it may be entitled to against us to third parties without our prior written consent.
- 5.2 The Customer retains offsetting or retention rights only if his/her claim has been legally established or is uncontested. In the case of defects to the delivery, the Customer's reciprocal rights, in particular pursuant to section 10 of these General Terms and Conditions, remain unaffected.

6. Deadlines and Time Limits

- 6.1 Deadlines shall be binding on us only if and to the extent they have been expressly agreed in writing with Customer.
- 6.2 Agreed time limits shall start to run at the date of our written acceptance or acknowledge-

ment, but not earlier than provision of any documents, authorizations, releases, etc., to be provided by Customer, and not prior to the fulfillment of all other obligations of Customer to cooperate and assist and receipt by us of payments due.

6.3 In cases where a contract is amended upon Customer's request, the time limits shall be reasonably extended to the extent Customer's request causes additional work and/or a delay in time for the delivery of goods or performance of services.

6.4 We shall be entitled to rescind contracts concluded with the Customer if our supplier fails to supply or delivers late for reasons beyond our control insofar as we cannot fulfill our obligations to the Customer in a timely manner. Any fault on the part of our supplier shall not be attributed to us.

6.5 Any occurrence of force majeure or of other unusual circumstances including but not limited to labor disputes, any Act of State, or disruption of traffic, regardless of whether they affected us or our suppliers, shall release us from our obligation to make delivery or perform our service for Customer for the duration of the effects thereof. Should any such occurrence render our deliveries and services entirely impossible, we shall be fully released from our delivery/performance obligation.

6.6 Any penalty that may have been agreed shall not be deemed to have been incurred under the circumstances described in 6.4 or 6.5 of this section.

6.7 If the dispatch is delayed due to a request of Customer, all storage costs incurred thereby shall be charged to Customer notwithstanding our right to rescind the contract and/or claim damages from Customer upon unsuccessful expiration of a time limit set by us.

6.8 Partial delivery of goods and partial performance of service are admissible and shall be charged to Customer separately.

6.9 Excess or short deliveries caused by production shall be admissible within a tolerance of 3% of the total volume of the respective order. The contract price shall be amended in accordance with such excess or short delivery.

7. Taking Delivery, Acceptance

7.1 Customer shall take delivery of and accept our goods/services immediately upon our request at the warehouse/supply factory specified by us.

7.2 If Customer does not take delivery of and accept our goods/services within the period stipulated, we shall be entitled, after unsuccessful reminder and expiration of an appropriate time limit, to rescind the contract and/or claim damages of, at our option, either compensation for the damage suffered or, without furnishing proof of loss, 10 per cent of the agreed price; this being subject to Customer's right to provide proof, in particular for the fact that we did not suffer any loss or suffered a significantly lower loss.

7.3 Principally, returns of defect-free goods can only be made with prior agreement. In such cases, transportation costs must be borne by the sender. We reserve the right to charge a handling fee of 15% of the return for the net value of the goods, due to the increased administrative burden. Returns of defective goods follow legal stipulations.

8. Place of Performance, Passing of Risk, Packaging

8.1 The warehouse/supply factory specified by us (cf. paragraph 7.1 hereof) shall be the place of performance.

8.2 The risk of accidental loss or accidental deterioration for our deliveries/services shall pass from us to Customer upon acceptance thereof, but not later than upon such deliveries/services leaving our warehouse or supply factory. This shall also apply to partial delivery of goods or partial performance of service, even in cases where we have assumed additional services (such as transportation or transfer).

8.3 In the event the passing of risk is delayed for reasons for which Customer is responsible, the risk of accidental loss or accidental deterioration shall pass to Customer at the latest upon expiration of the deadline/time limit agreed upon with Customer for taking delivery/acceptance of our deliveries/services.

8.4 The choice of packaging and means of transportation shall be left to us unless agreed otherwise with Customer.

9. Reservation of Title

9.1 We reserve title to goods delivered to and services performed for Customer (hereinafter collectively referred to as "Conditional Goods") until receipt of all payments due and payable on the basis of our business relationship with Customer, regardless of the legal basis thereof.

9.2 Customer shall be entitled to resell, process, mix or combine and subsequently sell the Conditional Goods within the scope of extended reservation of title as long as this is done in the ordinary course of business. Customer may not pledge or transfer ownership of Conditional Goods by way of security.

9.3 Any processing or refashioning of Conditional Goods shall be done by Customer exclusively on our behalf. In cases where Customer combines or mixes Conditional Goods with other goods not belonging to us, we shall acquire co-ownership in the new product in the proportion of the total value of this new product to the invoiced value of the Conditional Goods. The new products resulting from such processing shall also be deemed to be Conditional Goods within the meaning of these Terms and Conditions.

9.4 Customer shall assign to us in advance and as a security all claims and accessory rights it has against third parties in connection with the resale of Conditional Goods as well as claims it may

have against its insurers in this regard. Customer herewith also assigns to us all claims it presently has or will have in the future against domestic and foreign financial institutions in connection with the exportation of the goods, including but not limited to all claims resulting from collection orders, letters of credit and their acknowledgements as well as from contracts of surety and guarantees. If Conditional Goods are sold by Customer with other goods not belonging to us, regardless of whether without or after processing, above claims shall be deemed to have been assigned to us on a pro-rata basis in the net amount billed by us to Customer for such Conditional Goods. Above assignment shall not constitute a deferral of our claim for payment against Customer.

9.5 Customer shall retain its right to collect the amounts assigned to us. This shall, however, not affect our authority to collect any such claim ourselves. We covenant, however, to refrain from collecting such claims unless Customer fails to make payment to us, files for insolvency proceedings or such insolvency proceedings have been rejected for insufficiency of assets. Should any of the above occur, Customer shall provide us with any information and records required for the collection of the claims assigned to us, and shall notify its creditors of the assignment of these claims to us.

9.6 Customer shall maintain the Conditional Goods in proper condition, and separately store and mark the Conditional Goods as goods owned by us.

9.7 Upon Customer's request, we shall re-assign to Customer our title to the Conditional Goods and the claims assigned to us as a security to such extent as the Conditional Goods' value exceeds the overall value of the claims we have against Customer by more than 20 per cent.

10. Defects

10.1 The Customer's claims for defects require that the Customer has fulfilled his/her obligations to inspect the delivered goods and to give notice of defects (sections 377, 381 HGB [German Commercial Code]). Any defect discovered during the inspection or at a later date shall be notified to us in writing immediately. This notification is deemed to be immediate if it is made within 8 working days, where adherence to the deadline is determined by the date on which we receive the notification. Irrespective of this obligation to inspect the delivered goods and to give notice of defects, the Customer shall give written notification of all apparent defects (including wrong and short delivery) within 8 working days after the delivery, where adherence to the deadline is also determined here by the date on which we receive the notification. If the Customer fails to carry out the proper inspection and/or notification of defects, our liability for defects not notified shall be excluded.

10.2 Customer must provide us with the opportunity to rectify defects within reasonable time, which, at our choice, may be through elimination of the defect, delivery of goods/services that are free from defects or production of new work.

10.3 If rectification in the end fails, or if such rectification cannot be reasonably expected from us to be done or from Customer to be accepted, or if rectification is associated with disproportionate costs, Customer may rescind the contract or reduce the agreed price without prejudice to claims for damages that Customer may otherwise have.

10.4 The expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs (not dismantling and installation costs), shall be borne by us if there is actually a defect. Should the Customer's demand for repair be proven unjustified, however, we may demand the incurred costs be reimbursed by the Customer.

10.5 Customer shall have a right to recourse against us only to the extent it has not entered into agreements with its customers beyond legal warranty rights. In addition to this, the provisions set forth in above paragraph 10.4 shall apply mutatis mutandis regarding the extent of Customer's recourse against us.

10.6 We are entitled to make the owed supplementary performance subject to the condition that the Customer pays the due purchase price. The Customer is entitled, however, to retain an appropriate portion of the purchase price relative to the defect.

10.7 The statutory period of limitation for defects of quality and in title shall be one year starting to run upon passing of risk, unless and to the extent a longer period applies in accordance with section 438(1)(2), 479(1), 634(a)(1)(2), 651 German Civil Code, or the defect was maliciously concealed, or any of the cases of liability specified in section 11.1 below has occurred.

10.8 For used and inspected items/ „refurbished“ items, the conditions stated in clause 10.7 apply with the exception of consumables and wearing parts. Subject to clause 11, these are excluded from any liability for material defects and defects of title.

10.9 Subject to section 11 hereof, our liability shall be excluded in the event of malfunctions or damages caused by improper or inappropriate use, faulty installation and putting into operation, faulty or negligent handling or improper execution of repair of deliveries and services by Customer or third parties.

10.10 Our obligation to pay damages shall be governed by section 11 hereof. Otherwise, it shall be excluded.

10.11 Above provisions shall not imply a reversal of the burden of proof to the disadvantage of Customer.

11. Liability

11.1 Claims for damages and for reimbursement of expenses (hereinafter referred to as "Damage Claims") of Customer against us regardless of the legal basis thereof shall be excluded unless such Damage Claims arise from the provisions set forth in the Product Liability Act, our intentional or grossly negligent breach of contractual or legal obligations, injury to health or physical injury of Customer caused by a breach of duty for which we are responsible, our warranty for the presence of a specific quality, or our breach of material contractual obligations.

11.2 In the case of our breach of material contractual obligations, Damage Claims asserted by Customer against us shall be limited to foreseeable damages that are typical to the contract, unless we are held liable due to our intentional or grossly negligent breach of contractual or legal obligations, or on the basis of injury to health or physical injury of Customer, or our warranty for

the presence of a specific quality.

11.3 Any breach of obligation, as defined in paragraph 1 and 2, by our legal representatives or agents employed in the performance of our obligations shall be deemed to constitute a breach of obligation by us.

11.4 Item 10.11 hereof shall apply mutatis mutandis.

11.5 As the supplier of the adhesive, we can certainly guarantee a consistent adhesive quality, which we would be happy to document in the form of a certificate of analysis. Our technical data sheets contain only non-binding notices in terms of a recommendation. The information and technical data contained herein do not constitute any assurance of quality. Any liability regarding the content of the data sheet is therefore excluded to the extent permitted by law; wilful or negligent infringement of contractual obligations are excluded from this. Moreover, the information contained in this technical data sheet does not constitute any assumption of liability with respect to the product being suitable for the relevant application. It is therefore essential that the user tests the adhesive provided by us with the original parts intended for application, taking into consideration the relevant production and use conditions. This also applies in the event of changes made as part of an ongoing processing or production procedure.

11.6 Furthermore, please note that the distributor or the filler/packer decides whether a material and/or object intended to come into contact with food is harmless within the meaning of Article 3 of Regulation (EC) No. 1935/2004. Corresponding tests are therefore not carried out by us.

12. Data Privacy and Confidentiality

12.1 We shall be entitled to store Customer's data and to process and use such data in accordance with the law for our business purposes.

12.2 Any mutually obtained or used documents, shared knowledge and exchanged information shall be exclusively used for the purpose of performance of each of the contracts and shall not be disclosed to third parties, unless their object is the disclosure to third parties or such information is in the public domain. We reserve the right to share information with third parties (e.g. insurances companies) provided that this is necessary for the fulfillment of the contract.

13. EU Sanctions against Russian Federation

13.1 Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

13.2 Customer shall undertake its best efforts to ensure that the purpose of paragraph 13.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

13.3 Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 13.1.

13.4 Any violation of paragraphs 13.1, 13.2 and 13.3 shall constitute a material breach of an essential element of the contract, and we shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of the contract; and
- (ii) a penalty of 25 % of the price of the goods.

13.5 Customer shall immediately inform us about any problems in applying paragraphs 13.1, 13.2 or 13.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 13.1. Customer shall make available to us information concerning compliance with the obligations under paragraph 13.1, 13.2 and 13.3 within two weeks of the simple request of such information.

14. Jurisdiction and Applicable Law

14.1 The courts of Bremen (city of Bremen) shall have exclusive jurisdiction and venue for any litigation that may directly or indirectly arise out of all individual contractual relationships with Customer. Such jurisdiction and venue shall include, but not be limited to, matters arising from documents, bills of exchange and checks. We shall, however, at our sole discretion, also be entitled to assert claims against Customer before courts having jurisdiction and venue at Customer's place of business.

14.2 The law of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall be excluded. This equally applies to all other provisions on international uniform law.

15. Partial Invalidity

Should any of the provisions contained in a contract with the Customer concerning the delivery of goods and the performance of services, of which these General Terms and Conditions form an integral part, be or become invalid, the remaining provisions shall thereby remain unaffected. Should a contract or these General Supply Conditions contain any loopholes, those legally valid provisions that would have been agreed upon by the contractual partners according to the commercial objective of the contract and the purpose of these General Supply Conditions, had they been recognized as loopholes, shall apply to close these loopholes.