

General Terms and Conditions

of the company:

KP Glas GmbH & Co KG
Alpenrosenweg 11
87656 Germaringen

Deliveries and services of the company KP Glas GmbH & Co. KG, hereinafter referred to as the supplier, to customers, hereinafter referred to as the orderer or buyer, are exclusively subject to the following terms and conditions.

1 SCOPE OF APPLICATION

1.1 These terms and conditions of delivery are an integral part of all contracts between the supplier and the customer/buyer, unless expressly agreed otherwise in writing. Any terms and conditions of the customer that conflict with or deviate from these terms and conditions shall be excluded even if we do not expressly object to such terms and conditions and perform the service.

1.2 The applicability of these GTC shall be agreed with the Purchaser upon the first conclusion of the contract, at the latest upon acceptance of the goods these GTC shall be deemed accepted. They shall also apply to future transactions of the same kind with the Purchaser until the Supplier has informed the Purchaser of new GTC or has released them online in updated form.

2. OFFER AND CONCLUSION OF CONTRACT

2.1 These GTC shall become an integral part of the contract. Subsidiary agreements, amendments and supplements are only effective if they have been agreed in writing.

2.2 Offers made by the Supplier are always subject to change and non-binding and do not oblige the Supplier to conclude a contract. The validity of offers generally expires after two weeks. Offers must subsequently be requested again.

2.3 An order is only accepted insofar as it has been confirmed in writing by the supplier.

2.4 The type and scope of the service shall be determined exclusively by the order confirmation.

2.5 Quantities stated in the order acceptance shall be complied with by the supplier as far as possible. Deviations within the scope of what is customary in the trade are permitted, provided they do not exceed 10%.

2.6 Information on weights, contents, dimensions and other data are average values. Deviations that are customary in the industry and technically unavoidable are permissible.

2.7 Product colour definitions are made on the basis of the standard specifications of the respective producer (as a rule according to standard sheet "T 102" of BV Glas) and, if necessary, are to be checked by the customer before the order is placed.

Product representations on the supplier's homepage may falsely reflect the product colours and shapes.

2.8 The delivery date / price stated by KP Glas in the order confirmation is an anticipated delivery date / price and is subject to proper and timely delivery to us by our sub-supplier at the originally stated prices and dates. Extraordinary circumstances, for example due to political or economic crises, can lead to delays or, in the worst case, to delivery failures and release KP Glas from the obligation to deliver.

3. PRICES AND PAYMENT

3.1 The Supplier's sales prices are net prices without engagement and, unless otherwise agreed in writing, shall be understood as prices in Euro excluding packaging and ex works. Loading at the factory is included.

3.2 Packaging and transport costs shall be charged separately.

3.3 The terms of payment shall be set out either in the offer, the order confirmation or the invoice. In the event of deviations, the invoice shall be authoritative. The deduction of a discount is only permissible with a special written agreement.

3.4 The supplier reserves the right to make reasonable price changes after conclusion of the contract, e.g. due to increased costs or prices of our suppliers/sub-suppliers, e.g. due to increased raw material, energy, wage and distribution costs. This also applies to existing fixed price agreements. If an agreement is not reached within six weeks, either party may withdraw from the part of the contract not yet performed by delivery, provided that the supplier is not obliged to accept delivery from his supplier/subcontractor. In this regard, see also item 2.8.

3.5 The terms of payment are to be taken from the supplier's order confirmation. Unless otherwise agreed in writing, our invoices are payable within 14 days without deduction after the invoice date. First and second deliveries shall only be made against advance payment. A subsequent change in the terms of payment requires the written consent of the supplier.

3.6 Payments shall be made without deduction free Supplier's payment office. In the event of default, the Supplier shall be entitled to demand default interest from the Purchaser in the amount of 5% above the discount rate of the Deutsche Bundesbank, unless the Purchaser proves a lesser damage. The right to claim further and higher damages caused by default is reserved.

3.7 The Buyer shall only have a right of set-off if its counterclaims have been legally established or acknowledged by us and the counterclaims do not relate to claims for manufacture or rectification of defects. The buyer may only exercise a right of retention insofar as the claims result from the same contractual relationship.

3.8 Only undisputed or legally established mutual, similar and due claims can be offset by written declaration to the other partner.

3.9 In the event of non-compliance with the terms of payment or if the credit unworthiness of the Purchaser becomes known, all claims against the Purchaser shall become due. Upon request, the Purchaser shall in this case be obliged to make

immediate advance payments to the Supplier for outstanding deliveries. Furthermore, in this case the supplier is entitled to withdraw from the contract after setting a deadline or to claim damages for non-performance.

3.10 Cheques and bills of exchange shall only be accepted on account of payment against reimbursement of the usual bank charges. The supplier is not responsible for the timely presentation of cheques and bills of exchange. The Purchaser shall not be entitled to invoke Article 53 (1) of the German Bills of Exchange Act.

3.11 Information given by telephone about prices, delivery possibilities etc. shall only become binding after written confirmation. In the case of telephone orders, the supplier shall not be liable for hearing errors and misunderstandings.

4. DELIVERY TIME, ACCEPTANCE AND CALL-OFF CONTRACTS

4.1 Dates and deadlines for deliveries are only binding if agreed in writing. The delivery period shall commence on the agreed date documented in the order confirmation, but not before the provision of any approvals or documents to be obtained by the Purchaser.

4.2 The purchaser is obliged to accept goods delivered on time and must, for his part, create all the necessary conditions for this in good time.

4.3 Delivered goods are to be accepted by the purchaser even if they show insignificant complaints (e.g. cosmetic defects according to ATLB).

4.4 Information on the delivery period is subject to the proviso that we ourselves are properly supplied in good time. Operational and traffic disruptions, as well as lockouts and other cases of force majeure in connection with our self-supply shall release the supplier from compliance with its delivery obligation for their duration. The Supplier shall notify the Purchaser immediately upon the occurrence of such events. For the duration of such hindrance, the Purchaser shall also be released from its contractual obligations, in particular the payment of the purchase price. If the delay is unacceptable to the Purchaser, the latter may withdraw from the contract by written declaration after setting a reasonable deadline.

4.5 Information on delivery periods for new productions is always non-binding, depending on technical necessities. Notifications by the supplier in this respect shall not be deemed to be contractual assurances.

4.6 Deliveries are permitted up to 4 weeks before the agreed delivery date.

4.7 The delivery period shall be extended accordingly in the event of industrial disputes (in particular strikes and lockouts) or the occurrence of unforeseen obstacles beyond the Supplier's control, insofar as completion or delivery are demonstrably delayed as a result. The same applies to delays at subcontractors.

4.8 If the Purchaser is in default of acceptance or culpably violates other duties to cooperate or if shipment is delayed at the request of the Purchaser, then, subject to special agreements, the Supplier's proven expenses resulting therefrom shall be invoiced to the Purchaser by way of storage costs or otherwise, but at least 10% of the invoice amount per month. The same procedure shall apply in the event of agreed self-collection. The Supplier shall be entitled to set the Purchaser a deadline

for acceptance of the delivery or for self-collection and to withdraw from the contract after threatening to refuse acceptance. The Supplier shall be entitled to claim any resulting damages from the Purchaser.

4.9 In the case of call-off contracts, contracts for a fixed quantity of goods, the acceptance of which takes place within a certain period of time at the request of the Purchaser - if necessary in partial quantities - the Supplier shall be entitled, but not obliged, to deliver quantities not accepted in due time.

4.10 In the case of call-off contracts, each delivery shall be deemed to be a separate transaction with regard to the obligation to inspect and give notice of defects as well as the price adjustment. Defects in a partial delivery do not entitle the customer to withdraw from the entire contract.

4.11 If, in the case of call-off contracts, the Purchaser is in default in accepting partial or total quantities of goods, the Supplier shall be entitled to store the goods for the account and at the risk of the Purchaser and to invoice the Purchaser for the costs of storage as well as a reasonable compensation for expenses. Alternatively, in the event of default in acceptance, the Supplier shall also be entitled to withdraw from the contract and/or claim damages after expiry of a reasonable grace period set by the Supplier. In this context, the Supplier shall already be entitled to the rights arising from default in acceptance if the Purchaser breaches the obligation to take delivery with respect to individual partial quantities.

5. PACKAGING, SHIPPING, TRANSFER OF RISK

5.1 The choice of packaging for the goods shall be made by the supplier (customary in the trade).

5.2 If the goods are delivered in rented packaging such as pallets, intermediate layers etc., this packaging shall remain the property of the Supplier and shall be treated with care by the Purchaser. Disposable packaging such as cardboard, foil etc. shall be disposed of by the Purchaser.

5.3 The return of the returnable packaging shall be at the expense and risk of the Purchaser, unless otherwise agreed in writing.

5.4 The Purchaser is obliged to return returnable packaging within 90 days of receipt of the delivery as agreed. If the Purchaser fails to comply with this obligation, or if the returnable packaging is damaged, the Supplier shall be entitled to invoice the Purchaser for the costs of new pallets and intermediate layers, even without a reminder.

5.5 The risk shall pass to the Purchaser upon dispatch of the delivery items or dispatch of the first partial delivery. This shall also apply if the Supplier has assumed further services such as delivery or installation.

5.6 If shipment is delayed due to circumstances for which the Purchaser is responsible, the risk shall pass to the Purchaser as of the notification of readiness for shipment.

5.7 Delivered goods are to be accepted without prejudice to the purchaser's warranty claims according to these General Terms and Conditions.

5.8 The Supplier shall be entitled to make partial deliveries, provided that these are reasonable for the Purchaser and appear advantageous for a speedy processing.

6. RETENTION OF TITLE, ASSIGNMENT OF RECEIVABLES

6.1 The Supplier shall retain title to the delivery item until all claims arising from the business relationship with the Purchaser have been settled. The retention of title shall also extend to the acknowledged balance insofar as claims against the Purchaser are booked to current invoices. The supplier is entitled to take back the delivery if the purchaser behaves contrary to the contract.

6.2 Unless the provisions of the German Installment Purchase Act (Abzahlungsgesetz) apply, the taking back of the delivery item does not constitute a withdrawal from the contract, unless the supplier has expressly declared this in writing. The seizure of the delivery item always constitutes a withdrawal from the contract. In the event of seizure or other interventions by third parties, the Purchaser shall notify the Supplier without delay. If the costs cannot be recovered otherwise, the Purchaser shall be liable for any loss incurred by the Supplier.

6.3 The Purchaser shall be entitled to sell the delivery item in the ordinary course of business; however, the Purchaser hereby assigns to the Supplier all claims in the amount of the final invoice amount including value-added tax accruing to the Purchaser from the resale against its customers or against third parties, irrespective of whether the delivery item has been resold without or after processing. The Purchaser shall be entitled to collect this claim even after its assignment. The Supplier's right to collect the claim itself shall remain unaffected; however, the Supplier undertakes not to collect the claim as long as the Purchaser duly meets its payment obligations and is not in default of payment.

If the Purchaser does not properly fulfil his payment obligations or if he is in default of payment, the Supplier may demand that the Purchaser informs him of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors or third parties of the assignment.

6.4 The processing or transformation of the delivery item by the Purchaser shall always be carried out for the Supplier. If the delivery item is processed with other items not belonging to the Supplier, the Supplier shall acquire co-ownership of the new item in the ratio of the value of the delivery item to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by the processing as to the goods subject to retention of title.

6.5 The Supplier undertakes to release the securities to which it is entitled at the request of the Purchaser to the extent that their value exceeds the claims to be secured, insofar as these have not yet been settled, by more than 20%.

6.6 Subject to the Supplier's consent, the Purchaser is prohibited from assigning the Purchaser's claims against purchasers to third parties.

7. WARRANTY

7.1 Unless otherwise agreed, the ATLB/STLB of the respective manufacturer shall apply on the basis of the general European manufacturing guidelines and statutory requirements in their most recent version.

7.2 Warranty claims of the Purchaser require that the Purchaser has duly complied with its obligations to inspect the goods and to give notice of defects pursuant to § 377 of the German Commercial Code (HGB). Defects must be documented in writing.

7.3 The goods shall be deemed to have been accepted and taken over as customary in the trade upon their use or application. We shall not be liable for any damage arising in connection with the use or processing of the delivered goods.

7.4 The supplier shall not be liable for the delivered goods being suitable for the special purposes envisaged by the buyer, unless these contents have become part of the contract. In this respect, any warranty claims, including claims for reduction, are excluded.

7.5 Insofar as there is a defect for which the Supplier is responsible, the Supplier shall be entitled, at the Supplier's option, to remedy the defect or to provide a replacement (in each case carriage paid), whereby the Buyer shall be entitled, if the remedy or replacement fails, to reduce the purchase price or, at its option, to withdraw from the contract. Offsetting from other transactions is not permitted. Replaced parts become the property of the supplier.

7.6 However, a claim for complaint can only be asserted if the defect loss amounts to more than 0.25 % of the total order quantity. In the case of material defects, also only to the extent that the complaint is accepted by the supplier's suppliers/sub-suppliers.

7.7 In the case of custom-made products, excess or short quantities must be accepted as delivered to the supplier, depending on the total production period.

7.8 Warranty claims shall become statute-barred after 12 months from delivery. No warranty shall be provided for used items, except for any liability for damages in accordance with § 10 of these GTC.

8. DEFAULT; CONDUCT ENDANGERING THE CONTRACT

8.1 In the event of default in payment on the part of the Purchaser, the Supplier shall be entitled to take back the goods after issuing a reminder and warning of refusal, and the Purchaser shall be obliged to surrender the goods.

8.2 The Supplier shall be entitled to prohibit the resale or further use of the goods in the event of default in payment. For this purpose, the Supplier may also enter the Purchaser's premises and remove the goods there. Subject to a written declaration, this removal shall not constitute a withdrawal from the contract.

8.3 In the event of default on the part of the Purchaser, the Supplier shall be entitled to demand immediate payment of any deferred liabilities from other transactions. Likewise, bills of exchange accepted on account of payment may be made due irrespective of their term.

8.4 In the event of default, the Supplier shall be entitled to demand advance payment for outstanding deliveries.

8.5 The aforementioned rights of the Supplier may only be waived, for example, by means of a bank guarantee, if this has been agreed with the Supplier in writing.

9. LIABILITY

9.1 The Supplier shall be liable to the Purchaser for damages due to breach of contractual and non-contractual obligations only in case of intent and gross negligence. Indirect damages shall not be compensated subject to the following provisions.

9.2 The limitation of liability shall not apply if the damage has been caused by serious organisational fault on the part of the supplier. The supplier shall be liable to the full amount subject to clause 9.4 in the event of gross negligence on the part of the managing directors and executive employees.

9.3 The Supplier shall be liable for any culpable breach of material contractual obligations.

9.4 Liability is limited to compensation for foreseeable damage typical of the contract.

9.5 Liability under the Product Liability Act remains unaffected. Insofar as the Supplier's liability is excluded or limited, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

9.6 The limitation of liability shall not apply to damages caused by the Supplier, its legal representatives or vicarious agents resulting from injury to life, body or health. Furthermore, it shall not apply to claims under the Product Liability Act and in the event of culpable breach of material contractual obligations; in the latter case, the liability of the Supplier in the event of slight and average negligence shall be limited to the reasonably foreseeable damage typical for the contract.

10. PROPERTY RIGHTS

If the Purchaser provides drawings, samples or models, he shall be responsible for ensuring that these are free of copyrights, industrial property rights or other rights of third parties. The Purchaser shall indemnify the Supplier against any such claims. Compensation for any damage incurred must be paid by the Purchaser itself.

11. SECRECY, DOCUMENTS PROVIDED AND INTELLECTUAL PROPERTY RIGHTS

11.1 Offers and other information prepared by the supplier are confidential and intended only for the intended recipient. Disclosure to third parties requires the express written consent of the supplier. The contracting parties undertake to treat as business secrets all commercial and technical details which are not in the public domain and which become known to them through the business relationship. Drawings, models, templates and similar objects may not be handed over or otherwise made accessible to third parties without authorisation.

11.2 The Supplier reserves the property rights and copyrights to all documents provided to the Purchaser in connection with the placing of the order. These may not be made accessible to third parties unless the Supplier gives the Purchaser express written consent to do so.

11.3 All rights and claims to quality and production data, moulds, tools, designs, models, drawings as well as to all other materials and information which the Buyer

receives from the Supplier, including all related intellectual property rights, shall remain with the Supplier. The Supplier shall be entitled to all intellectual property rights as well as all rights to all work results which arise within the framework of the performance of a contract.

12. WARRANTED PROPERTIES

Properties are only warranted if the supplier expressly describes them as warranted in writing.

13. PROOF OF EXPORT, CONFIRMATION OF ARRIVAL

13.1 If the Purchaser collects the goods himself or has them collected by an agent and transports or dispatches them to a third country outside the customs territory of the European Union, the Purchaser shall provide the Supplier with the export documents required for tax purposes. If this evidence is not provided promptly, the Purchaser shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany from the invoice amount.

13.2 In the event of collection of the goods by the Customer or by a third party commissioned by the Customer and dispatch or transport to another EU Member State, the Customer shall provide the confirmation of arrival required for tax purposes. If no timely proof is provided by the Purchaser, the Purchaser shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany on the invoice amount.

14. TERMINATION, RESCISSION, ASSIGNMENT

14.1 If the Purchaser terminates or withdraws from a contract without the Supplier being responsible for the termination or withdrawal through culpable breach of contract, the Supplier shall be entitled to the agreed remuneration for the performance of the contract less the expenses saved. The claim to remuneration shall not apply if the Purchaser proves that the Supplier has sold the goods elsewhere or has maliciously failed to sell them elsewhere. In this case, the Supplier shall only be entitled to the difference between the lost profit and the profit obtained or maliciously not obtained.

14.2 The Supplier shall be entitled to transfer its contractual rights, in particular payment claims, in whole or in part to third parties, including reputable financing providers, at any time without prior notice to the Purchaser and to disclose the contractual information necessary for this purpose to the transferee and any third parties having a legal interest in the transferee or in the transfer, to the extent necessary for the transfer.

14.3 The Buyer may not transfer the rights and obligations arising from the business relationship without the consent of the Supplier.

15. APPLICABLE LAW, PLACE OF JURISDICTION, OTHER MATTERS

15.1 In the event of suspension of payments by one of the contracting parties or application for insolvency proceedings against the assets of one of the contracting parties, the other party shall be entitled to withdraw from the unfulfilled part of the contract. The rights of the insolvency administrator shall remain unaffected.

15.2 The place of performance for all obligations and the place of jurisdiction shall be the Supplier's registered office. The Supplier shall be entitled to bring an action at the Purchaser's place of business.

15.3 This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

15.4 All agreements that change these general terms and conditions must be agreed in writing to be effective. The waiver of the written form requirement must be agreed in writing.

15.5 The Supplier points out that these General Terms and Conditions shall apply as of 01.07.2021 and that previous provisions shall lose their validity as of this date, unless otherwise agreed in writing.

16. SEVERABILITY CLAUSE, PARTIAL INVALIDITY

If individual provisions of these GTC should be ineffective, contradict each other or if these GTC contain gaps, the effectiveness of the remaining provisions shall not be affected thereby. The contracting parties undertake to work towards the adoption of a resolution and the inclusion of such valid provisions in this partnership agreement in place of these invalid provisions, which correspond as closely as possible to the sense and purpose of the invalid provisions. In the event of gaps, the contracting parties undertake to work towards the adoption of a resolution and inclusion in the GTC of those provisions which correspond to what would have been agreed in accordance with the meaning and purpose of this contract had the matter been considered from the outset.

Status: March 2022; KP Glas GmbH & Co. KG