

General Terms and Conditions of Tambis

§ 1 Scope of application

- (1) These general terms and conditions are valid in business relations with other companies. Opposing or deviating conditions from third parties can only apply if they are confirmed by us in writing.
- (2) These general terms and conditions of sale also apply for all future transactions.

§ 2 Offer and conclusion of contract

If an order is to be regarded as an offer according to § 145 BGB (German Civil Code), we can accept it within two weeks.

§ 3 Documents provided

To all in connection with the placing of the order to the customer disclosed documents such as calculations, drawings, data sheets, etc., we reserve property rights and copyrights. Third parties are not allowed to use those documents, unless we give our confirmation in writing. If we do not accept the offer of the customer within the period mentioned in § 2, those documents have to be returned immediately to us.

§ 4 Prices and payments

- (1) Unless otherwise agreed in writing, our prices are ex Work excluding packaging and plus VAT in the currently valid extent. Packaging costs will be charged separately.
- (2) The payment of the purchase price has to be made exclusively on the account specified overleaf. The deduction of a discount is only allowed in case of a special written agreement.
- (3) Unless otherwise agreed, the purchase price is payable within 30 days after delivery. Interest on late payment will be 8% above the respective base rate p.a. The enforcement of a higher damage by delay is reserved.

§ 5 Compensation and retention rights

The customer is only entitled to compensate if his counterclaims have been legally established or are undisputed.

The customer is only entitled to exercise a right of retention as his counterclaim is based on the same contractual relationship.

§ 6 Delivery time

- (1) The start of the delivery time specified by us requires the timely and proper fulfillment of the purchaser's obligations. We reserve the right to plead the non-fulfilled contract.
- (2) If the customer is in default of acceptance or if he culpably violates other

obligations to cooperate, we are entitled to defend ourselves in this respect and to demand compensation for damage, including for any additional expenses. We reserve the right to make further claims. Unless the above conditions are met, a risk of accidental loss or an accidental deterioration of the purchased item is passed to the buyer who is in default of acceptance or default of debtor.

§ 7 Transfer of risk

If the goods are shipped on request of the buyer, then the risk of accidental loss or accidental deterioration of the goods is transferred to the customer at the latest when the goods are leaving the factory/warehouse. This applies regardless of whether the shipment of the goods takes place from the place of fulfillment or who bears the freight costs.

§ 8 Reservation of proprietary rights

(1) We retain ownership of the delivered item until the complete payment of all requirements from the delivery contract. This also applies to any future deliveries, even if we do not always expressly refer to them. We are entitled to demand back the purchased item if the customer behaves contrary to the contract.

(2) The customer is obliged as long as the property has not yet been transferred to him to handle the purchased item with care. In particular, he is obliged to protect it against theft, fire damage and water damage at their own expense sufficiently insure at replacement value. As long as the property has not yet been passed over, the customer must immediately notify us in writing if the delivered item is distrained or otherwise exposed to interference by third parties. If the third party is unable to reimburse us with the judicial and extrajudicial costs of a lawsuit according to § 771 ZPO (German Code of Civil Procedure), the customer is liable for the loss occurred to us.

(3) The customer is entitled to resell the reserved goods in the normal way of business transactions. The outstanding receivables from their customer are assigned to us to the amount of the final invoice amount agreed with us (including VAT). This assignment applies regardless of whether the purchased item has been resold without or after processing. The customer remains authorized for collection of the claim also after the assignment. Our right to collect the claim ourselves remains unaffected. However, we will do not collect the claim as long as the customer fulfills his payment obligations, is not in default of payment and in particular, no application has been made to open insolvency proceedings or payment has been suspended.

(4) The treatment and processing or transformation of the purchased item by the customer always takes place in our name and on our behalf. In this case, that settles Expectant right of the purchaser to the purchased item to the remodeled item away. Provided that the purchased item is combined with other items that do not belong to us

is processed, we acquire co-ownership of the new item in proportion the objective value of our purchased item to the other processed Items at the time of processing. The same is true in the case of

Mixing. If the mixing takes place in such a way that the thing of the
Is to be regarded as the main item, it is agreed that the customer
transfers proportional co-ownership to us and the resulting sole ownership
or co-ownership is kept for us. To secure our claims against
the purchaser also assigns to us those claims which he has passed through
the connection of the reserved goods with a property against a third party
grown up; we already accept this assignment.

(5) We undertake to provide the securities to which we are entitled at the request of
To be released by the customer, insofar as their value exceeds the claims to be
secured
than 20%.

§ 9 Warranty and Notice of Defects
as well as recourse / manufacturer recourse

(1) The purchaser's warranty rights presuppose that he is in accordance with
Inspection and complaint obligations owed to § 377 HGB
has properly complied with.

(2) Claims for defects become statute-barred 3 months after delivery of the
goods delivered to us by our customer. Before returning the goods
our consent must be obtained.

(3) If, despite all due care, the delivered goods show a defect
which already existed at the time of the transfer of risk, we will
the goods, subject to timely notification of defects at our discretion
repair or deliver replacement goods. We always have the opportunity to
To give supplementary performance within a reasonable period. Recourse Claims
remain unaffected by the above regulation without restriction.

(4) If the supplementary performance fails, the customer can - regardless of any
Compensation claims - withdraw from the contract or payment
reduce.

(5) Claims for defects do not exist in the case of only insignificant deviations from
the
agreed quality, with only insignificant impairment of
Serviceability, with natural wear and tear such as damage that
after the transfer of risk as a result of incorrect or negligent handling,
excessive use, unsuitable equipment, inadequate
Storage or due to special external influences that occur after
Contract are not required. Are from the customer or a third party
Changes made improperly, exist for them and for them
resulting consequences also no claims for defects.

(6) Claims of the customer due to the purpose of supplementary performance
required expenses, in particular transport, travel, labor and
Material costs are excluded if the expenses increase,
because the goods we have delivered subsequently to a location other than
Has been moved to the customer's operation, unless the shipment
corresponds to their intended use.

(7) The purchaser's right of recourse against us only exists insofar as the
Buyer and his customer do not exceed the legally mandatory
Has made agreements that go beyond claims for defects. For the

The scope of the purchaser's right of recourse against the supplier also applies Paragraph 6 accordingly.

§ 10 Mediation Clause

The parties undertake in the event of any resulting from this contract Dispute before filing a mediation at the mediation office for To carry out economic conflicts of the IHK Münster.

§ 11 Miscellaneous

(1) This contract and all legal relationships between the parties are subject to this the law of the Federal Republic of Germany excluding the UN sales law (CISG).

(2) Place of performance and exclusive place of jurisdiction and for all disputes this contract is our place of business, provided that the order confirmation nothing else results.

(3) All agreements made between the parties for the purpose of executing this Contracts are made are set out in writing in this contract.

(4) Should individual provisions of this contract be ineffective or or contain a loophole, the remaining provisions of this remain untouched. The parties undertake to replace the ineffective regulation to meet such a legally permissible regulation that the economic Purpose of the ineffective regulation comes closest, or this loophole fills out.

NOTICE: The legal binding version of these General Terms and Conditions is the German version.

Reken, July 2020