

Terms and conditions of sale and delivery

Scope

The following terms and conditions apply exclusively to contractors, legal persons under public law or special funds under public law.

I. Application

- Orders shall only become binding upon order confirmation by the Supplier. Amendments and supplements are to be made in text form. All offers shall be non-binding if not designated a binding offer.
- In the case of ongoing business relations, these terms and conditions shall equally apply to future business in relation to which they are not explicitly referenced insofar as the Customer received them in a previous order confirmed by the Supplier.
- The Customer's terms and conditions of business shall not apply unless explicitly recognised in writing by the Supplier.
- Should individual provisions be or become invalid, this shall not affect the remaining provisions.
- Individual agreements arranged by and between the Customer and the Supplier, including collateral agreements, supplements and amendments, shall always take precedence over these terms and conditions of sale and delivery. A written contract or written confirmation shall be authoritative regarding the content of such agreements.

II. Prices

- In case of doubt, the prices shall apply ex works excluding freight charges, customs duties, incidental import levies and packaging, plus the statutory value added tax.
- If the relevant cost factors change significantly following submission of an order and prior to delivery, the Supplier and the Customer shall reach an understanding regarding adjustment of the prices and their shares of the costs for moulds.
- If it is agreed that the prices shall depend on the weight of the parts, the final price shall be determined by the weight of the approved reference sample.
- In the event of new orders (= follow-up orders), the Supplier shall not be bound by previous prices.

III. Delivery and purchase obligation

- Delivery deadlines shall begin upon receipt of all the documents required for execution of the order, receipt of advance payment and the timely provision of materials insofar as this has been agreed. If dispatch is delayed or not possible through no fault of the Supplier, the delivery deadline shall be considered observed upon notification of the order's readiness for dispatch.
- If an agreed delivery deadline is not observed through the fault of the Supplier, the Customer shall, under exclusion of additional claims and upon the expiry of an appropriate period of grace, be entitled to demand delay compensation or to withdraw from the contract insofar as the Supplier did not act with gross negligence or wilful intent. The delay compensation in the form of liquidated damages shall be limited to a maximum of 5% of the net amount of the part of the delivery which was not effected as per the contract. Withdrawal is excluded if the Customer is itself in default of acceptance. The Customer has the right to prove there was a greater loss.
- Reasonable part deliveries and deviations of plus/minus 10% from the order quantities shall be permissible.
- In the case of call orders for which no duration, manufacturing batch sizes and acceptance dates have been agreed, the Supplier may demand binding stipulation hereof in writing at the latest three months after order confirmation. If the Customer fails to comply with this demand within three weeks, the Supplier shall be entitled to grant a two-week period of grace, after which it may withdraw from the contract and/or demand compensation.

- If the Customer fails to comply with its purchase obligations, the Supplier may, without prejudice to other rights, sell the delivery item by private contract or put it up for public auction upon having previously threatened to do so.
- Force majeure* events shall entitle the Supplier to postpone delivery for the duration of the hindrance plus appropriate ramp-up time or to withdraw from the contract either wholly or in part due to the part of the contract not yet performed. Strikes, lockouts or unforeseeable, unavoidable circumstances such as business operation interruptions which make timely delivery impossible for the Supplier despite the Supplier's reasonable efforts shall be on a par with *force majeure*; the Supplier is to furnish proof hereof. This shall equally apply if the aforementioned hindrances occur during delayed performance or for a subcontractor.

The Customer may ask the Supplier to declare within two weeks whether it wishes to withdraw from the contract or deliver within an appropriate period of grace. If the Supplier fails to make a declaration, the Customer may withdraw from the part of the contract not performed.

The Supplier shall notify the Customer without undue delay should an instance of *force majeure* as in the first paragraph occur. The Supplier shall keep the Customer's impairments to a minimum, if necessary by surrendering the moulds for the duration of the hindrance.

IV. Packaging, shipping, transfer of risk and default of acceptance

- Unless agreed otherwise, the Supplier shall choose the packaging and the type and means of shipping.
- The risk shall be transferred to the Customer upon the goods leaving the supply plant, including in the case of freight-free delivery, part delivery and the supplier taking on delivery. In the case of dispatch delays caused by the Customer, the risk shall already be transferred upon notification being given of readiness for dispatch.
- At the Customer's written request, the goods shall be insured against the risks specified by the Customer at the Customer's own expense.

V. Retention of title

- Deliveries shall remain the property of the Supplier until all of the Supplier's claims vis-à-vis the Customer have been satisfied, even if the purchase price for specifically identified receivables is paid. In the case of a current account, the title retained to the deliveries (goods subject to retention of title) shall serve as security for the balance owed to the Supplier. If Supplier liability arising out of a bill of exchange is legally founded regarding payment of the purchase price, the retention of title shall not expire before payment of the bill of exchange by the buyer as the drawee.
- Any treatment or processing by the Customer shall be performed on behalf of the Supplier to the exclusion of the acquisition of ownership pursuant to Section 950 of the German Civil Code (BGB); the Supplier shall become joint owner of the items produced in accordance with the ratio of the net invoice value of its goods to the net invoice value of the goods treated/processed, said items being goods subject to retention of title and serving as security for the Supplier's claims pursuant to 1.
- In the event of processing (combination/intermixture) with other goods not belonging to the Supplier, the provisions as per Sections 947, 948 BGB shall apply, with the consequence that the Supplier's co-ownership share of the new item shall henceforth serve as goods subject to retention of title within the meaning of these conditions.
- The Customer shall only be authorised to resell the goods subject to retention of title within the scope of normal business transactions and subject to the condition that it too arranges retention of title with its customers in accordance with 1 to 3. The Customer shall not be entitled to any other availments of the goods subject to retention of title, in particular pledging and the

transfer of title for security purposes.

5. In the event of resale, the Customer hereby assigns to the Supplier the claims arising from the resale in the amount of the final invoice amount agreed with the Supplier (including value added tax) until all the claims of the Supplier have been satisfied. The Supplier shall accept this assignment. The assignment shall be irrespective of whether the goods were resold without being processed or having been processed. The Customer shall continue to be authorised to collect its receivables from its own customer even after assignment. This shall not affect the Supplier's authority to collect. However, the Supplier shall not collect the receivable for as long as the Customer fulfils its payment obligations from the proceeds collected, is not in arrears with payments and in particular does not apply for insolvency proceedings to be opened or for the stoppage of payments. At the Supplier's request, the Customer shall be obliged to furnish the Supplier without undue delay with all the information and documents required for enforcement of the Supplier's rights vis-à-vis the Customer's customers.
6. If the goods subject to retention of title are resold by the Customer after processing pursuant to 2 and/or 3 together with other goods not belonging to the Supplier, assignment of the purchase price receivable as per 5 shall only be in the amount of the invoice value of the Supplier's goods subject to retention of title.
7. If the value of the securities in place for the Supplier exceeds the Supplier's total claims by more than 10%, the Supplier shall be obliged at the Customer's request to release securities as chosen by the Supplier.
8. The Supplier must be notified of pledging or of the confiscation of the goods subject to retention of title by third parties without undue delay. Any resultant intervention costs shall be borne by the Customer insofar as they are not borne by third parties.
9. If the Supplier avails itself of its retention of title in accordance with the above provisions by reclaiming goods subject to retention of title, it is entitled to sell the goods by private contract or put them up for auction. The goods subject to retention of title shall be reclaimed at the amount of proceeds achieved and at the most at the agreed delivery prices. We reserve the right to make farther-reaching compensation claims, in particular for lost profit.

VI. Liability for material defects

1. The reference samples presented to the Customer for examination at its request by the Supplier shall be authoritative with respect to the quality and design of the products. Reference to technical standards shall serve as a performance description and is not to be considered a guarantee of quality.
2. If the Supplier advised the Customer outside of its contractual services, it shall be liable for the functionality and suitability of the delivery item only in the event of explicit prior assurance.
3. Notice of defects is to be given without undue delay in writing. Notice of hidden defects is to be given without undue delay upon identification. In both cases, all claims for defects shall, unless agreed otherwise, be subject to a limitation period of twelve months from the transfer of risk. Longer time limits shall apply if mandatorily prescribed by law as per Section 438 (1) BGB, Section 478 (1) BGB in conjunction with Section 445b BGB and Section 634a (1) no. 2 BGB. In the event of claims for damages due to intent or gross negligence and injury to life, limb or health due to an intentional or grossly negligent breach of duty on the part of the Supplier, the statutory limitation period shall apply.
4. In the event of a justified notice of defects where the reference samples approved in writing by the Customer determine the expected quality and design, the Supplier shall be obliged to provide subsequent performance. If the Supplier fails to comply with this obligation within an appropriate deadline or if remedial work fails in spite of repeated attempts, the Customer shall be entitled to reduce the purchase price or withdraw from the contract. Farther-reaching claims, in particular claims re the reimbursement of expenses or for damages due to defects or consequential damage, shall only exist within the framework of the provisions as per Section VII. Replaced parts are to be returned to the Supplier upon request at the Customer's expense.

5. Unauthorised reworking and improper handling shall result in the loss of all claims for defects. The Customer shall, having first notified the Supplier, be authorised to perform remedial work and demand the reimbursement of appropriate costs only to prevent disproportionately large losses or in the event of the delayed performance of the remedying of defects by the Supplier.
6. Ordinary wear and tear shall not give rise to any warranty claims.
7. The right to recourse claims as per Sections 478, 479 BGB shall only exist insofar as recourse by the consumer was justified and only to the statutory extent, but shall not exist for goodwill arrangements not agreed with the Supplier and presuppose that the party entitled to recourse has complied with its own obligations, in particular its obligations to give notice of defects.
8. Notwithstanding farther-reaching claims on the part of the Supplier, the Customer shall, in the event of an unjustified notice of defects, reimburse the Supplier for all expenses relating to the examination and execution of all the defect rectification measures demanded by the Customer.

VII. General liability limitations

In all instances in which the Supplier is, by way of derogation from the above conditions, obliged to pay damages or reimburse expenses on the basis of contractual or statutory grounds for claims, it shall only be liable insofar as there was intent, gross negligence or injury to life, limb or health on the part of it, its executive employees or its vicarious agents. This shall not affect strict liability pursuant to Germany's Product Liability Act (ProdHaftG) and liability for the fulfilment of a guarantee of quality. This shall equally not affect liability for the culpable violation of material contractual obligations, these being obligations without whose performance the orderly execution of the contract would not be possible and the performance of which the Customer can regularly rely on; liability in this respect is, however, limited to foreseeable losses which are typical for the contract except in the instances stated in sentence 1. A change in the burden of proof to the detriment of the Customer is not associated with the above provisions.

VIII. Payment conditions

1. All payments are to be made in € (EUROS) exclusively to the Supplier.
2. Unless agreed otherwise, the purchase price for deliveries or other services shall be payable with a 2% early payment discount within 14 days and in full within 30 days of the invoice date. The granting of an early payment discount shall be subject to the settlement of all previous undisputed invoices which were due. No early payment discount shall be granted for any payments by draft.
3. If the agreed payment deadline is missed, interest in the amount of the statutory interest rate of 8 percentage points above the ECB's basic rate of interest shall be charged insofar as the Supplier cannot provide evidence of a greater loss. The Customer has the right to prove there was a lesser loss.
4. We reserve the right to refuse cheques or bills of exchange. Cheques and rediscountable bills of exchange shall only be accepted in fulfilment of payment; all the associated costs shall be borne by the Customer.
5. The Customer may only set off or assert a right of retention if its claims are uncontested or have been finally adjudicated.
6. Continued non-compliance with the payment conditions or circumstances which justify grave doubts concerning the Customer's creditworthiness shall result in all the Supplier's claims falling due immediately. In this instance, the Supplier shall further be entitled to demand advance payments for its outstanding deliveries and to withdraw from the contract following the expiry of an appropriate deadline without payment.

IX. Moulds

1. The price of a mould also includes the costs for one-time sampling, but excludes the costs for testing and processing equipment as well as modifications prompted by the Customer. The costs incurred for further sampling attributable to the Supplier shall be borne by the Supplier.
2. Unless agreed otherwise, the Supplier is and shall remain the owner of the moulds produced for the Customer by the Supplier itself or by third parties contracted by the Supplier. Moulds shall only be used for orders placed by the Customer while the Customer continues to meet its payment and purchase obligations. The Supplier shall only be obliged to replace these moulds free of charge if they are necessary for the Customer to achieve an assured output quantity. The Supplier's storage obligation shall expire two years after the last delivery of parts from the mould and after the prior notification of the Customer.
3. If it is agreed that the Customer shall become the owner of the moulds, ownership shall be transferred to the Customer upon full payment of the purchase price. Handover of the moulds to the Customer shall be replaced by their storage for the benefit of the Customer. Irrespective of the Customer's statutory handover entitlement and of the service life of the moulds, the Supplier shall be entitled to exclusive possession of the moulds until termination of the contract. The Supplier shall label the moulds as third-party property and shall insure them at the Customer's expense upon request.
4. In the case of the Customer's own moulds as per 3 and/or moulds made available by the Customer on a loan basis, the liability of the Supplier regarding storage and maintenance shall be limited to the care applied to its own property. The costs of maintenance and insurance shall be borne by the Customer. The obligations of the Supplier shall expire if, upon completion of the order and upon being prompted to do so, the Customer fails to collect the moulds within an appropriate time limit. The Supplier shall have a right of retention for the moulds until such time as the Customer has met all of its contractual obligations in full.
5. The costs incurred for tools, equipment, models, etc. shall be invoiced separately from the value of the goods. These costs are to be paid upon delivery of the first sample produced by us or, if no such sample is owed, upon the first delivery of goods. The buyer shall have no entitlement to the moulds even if it has paid for them in full or has made a part-payment; rather, they shall remain our property and in our possession, and do not have to be handed over. We undertake to store the moulds for the Customer at its own risk for one year following the last delivery. If the Customer gives us notice prior to the expiry of this deadline of orders being placed for a further year, we shall also be obliged to store the moulds for this period. We may otherwise have the moulds freely at our disposal.

X. Provision of materials

1. If materials are supplied by the Customer, they are to be delivered in good time and in perfect condition at the Customer's expense and risk with appropriate excess quantity of at least 5%.
2. In the case of non-compliance with these requirements, the delivery time shall be extended accordingly. Other than in cases of *force majeure*, the Customer shall bear the additional expenses incurred, including for interruptions in production.
3. In the event that the Customer makes physical objects available to KRD Sicherheitstechnik GmbH which are stored at the KRD Sicherheitstechnik GmbH plant premises temporarily or for an extended period, the Customer shall indemnify KRD Sicherheitstechnik GmbH against all claims and shall itself waive all claims which are attributable to the fact that the physical object provided by the Customer is altered, damaged or destroyed. This indemnification shall not apply if the change, damage or destruction is caused by intentional or grossly negligent conduct on the part of employees of or vicarious agents of the company KRD Sicherheitstechnik GmbH. Indemnification shall additionally not apply if the damage caused to the physical objects is compensated for by an insurer.

XI. Industrial property rights and defects of title

1. If the Supplier is to deliver on the basis of drafts, models or samples or using parts provided by the Customer, the Customer shall ensure that no third-party intellectual property rights are violated in the goods' destination country. The Supplier shall notify the Customer of rights of which it is aware. The Customer shall indemnify the Supplier against third-party claims and shall cover the losses incurred. If the Supplier is prohibited from production or delivery by a third party invoking an intellectual property right belonging to it, the Supplier shall be authorised to suspend its work without examination of the legal situation until clarification of the legal situation by the Customer and the third party. Should it no longer be reasonable for the Supplier to continue with the order due to the delay, the Supplier shall be entitled to withdraw from the contract.
2. Drafts and samples which were made available to the Supplier but did not lead to an order shall be returned upon request; the Supplier shall otherwise be authorised to destroy them three months after submission of the offer. This obligation shall equally apply to the Customer. The party entitled to destroy items must give its contractual partner prior notice of its intention to destroy the items in good time.
3. The Supplier shall be entitled to the copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation to the models, moulds and devices, drafts and drawings designed by it or by third parties on its behalf. Should other defects of title exist, Section VI shall apply to these accordingly.

XII. Warnings for lamination film

Insofar as sheets are protected by lamination film, the following instructions must be observed regarding storage and processing:

- The sheets must be protected from weather conditions, in particular temperature fluctuations and direct UV radiation
- Upon installation, the film must be removed immediately
- The sheets should be shaped or bent only in accordance with the manufacturer's instructions
- The sheets must be stored in a dry place

XIII. Place of performance and jurisdiction

1. The supply plant shall be the place of performance.
2. The Supplier's corporate domicile shall be the place of jurisdiction, including for certificates as well as bill of exchange and cheque procedures.
3. German law shall apply exclusively without the rules governing the conflict of laws in international private law. Application of the United Nations Convention on Contracts for the International Sales of Goods dated 11 April 1980 (BGB 1989, p. 586) for the Federal Republic of Germany (BGB 1990, p. 1,477) shall be excluded.

As at: 9 August 2023