

General Terms and Conditions of Sale and Delivery (GTCSD)

of Kraul & Wilkening and Stelling GmbH

Our GTCSD shall apply exclusively. Deviating, conflicting or supplementary GTC (General Terms and Conditions) of the customer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This shall apply in any case, even if we carry out the delivery or service to the customer without reservation in the knowledge of the customer's GTC.

The following GTCSD shall be deemed to have been agreed at the latest upon acceptance of the goods or services by the customer, insofar as we have referred to them beforehand.

The INCOTERMS 2020 version applies to the interpretation of trade terms.

§ 1 Offer and acceptance

- a) Our offers are non-binding; orders are only binding for us if and insofar as we have confirmed them in writing or have commenced their execution. Amendments, supplements and verbal collateral agreements also require written confirmation.
- b) Supplementary clauses to the description of goods such as "approx.", "as already delivered", "as before" or similar additions in our offers refer exclusively to the quality or quantity of the goods, but not to the price. Such statements in orders are understood by us accordingly and, if applicable, a confirmation is meant accordingly.
- c) Quantities are always approximate. Deviations of 10% upwards or downwards for safety and filling reasons shall be deemed to be in accordance with the contract. Such quantity deviations shall be fully taken into account in the invoice amount.

§ 1a Permits and environmental protection

We are not responsible for the granting of official permits. The customer warrants that he will observe the safety and environmental protection regulations.

§ 2 Purchase price and payment

- a) Our prices do not include the statutory value added tax. The calculation is based on the quantities or weights determined by us.
- b) The purchase price is payable net cash upon delivery of the goods, unless otherwise agreed.
- c) Should we generally change our prices for the product to be delivered in the period between conclusion of the contract and delivery, we shall be entitled to apply the price valid on the day of delivery. In the event of a price increase, the buyer is entitled to withdraw from the contract within 14 days of notification of the price increase.
- d) Bills of exchange and checks shall only be accepted on account of performance; they shall be considered as means of payment if they have been credited to one of our accounts. Customary bank charges shall be borne by the buyer.
- e) In the event of default, we may claim further damages for default.

- f) If the buyer defaults on payment of one of our invoices in an amount of at least 25% of the current total order volume of the business relationship, all our claims arising from the business relationship shall become due immediately - irrespective of any acceptance of bills of exchange. We are then further entitled to demand cash payment before any further delivery.

If the delay in payment is not remedied within a reasonable period of grace, we shall be entitled to withdraw from the contract or to claim damages for non-performance.

Should we become aware of facts which indicate that the buyer is no longer creditworthy, we shall be entitled to demand advance payment before delivery of the goods, even if something else was previously agreed, and to declare our claims due and payable.

§ 3 Delivery

- a) Adherence to specified delivery dates and delivery periods presupposes that the buyer has fulfilled all obligations incumbent upon him.
- b) The agreed delivery periods and dates shall always be deemed approximate unless a fixed date has been expressly agreed.
- c) All delivery dates and deadlines are subject to the condition that transportation routes and means of transport are available to the usual extent. All delivery dates and deadlines shall be deemed to have been met if the goods leave the delivery point in good time so that they reach the recipient of the goods on time, assuming normal transportation times. This does not apply if the seller himself is responsible for an unusual transportation time.
- d) If we are in default of delivery, the buyer is entitled to set a reasonable period of grace and to withdraw from the contract after this period has expired without success. The buyer may only claim damages for non-performance after the grace period has expired without success if the delay in delivery was caused by intentional or grossly negligent conduct on the part of our legal representative or one of our vicarious agents.
- e) All events and circumstances which are beyond our control to prevent (force majeure) shall release us from our contractual obligations for the duration of the disruption and to the extent of its effects. Force majeure exists in particular in the event of natural disasters, war, labor disputes, shortages of raw materials and energy, unavoidable traffic and operational disruptions, fire and explosion damage as well as in the event of orders from higher authorities. Force majeure shall also be deemed to exist if the events and circumstances make the execution of the affected transaction uneconomical in the long term or if they affect our suppliers. If the events and circumstances last longer than three months, we are entitled to withdraw from the contract.

Compensation for damages due to non-fulfillment or delay is excluded in such cases. This shall also apply in the event of late delivery by our suppliers for which we are not responsible.

We are obliged to inform the buyer of such events immediately. The buyer is then also obliged to withdraw from the contract.

- f) In the case of deliveries in tank wagons, the customer is responsible for emptying these as quickly as possible and returning them to us or to an address provided. In the event that the customer is responsible for extending the standing time at his premises, any costs incurred for this shall be borne by the customer.

§ 4 Delivery and acceptance

- a) The agreed Incoterms shall apply.

- b) If the goods are collected from the delivery point, the buyer or his authorized representative shall be responsible for loading the vehicle in compliance with the statutory regulations for the transport of hazardous goods.
- c) In the case of deliveries in tank trucks and demountable tanks, the recipient must ensure that his tank or other transport containers are in perfect condition.
- d) Insofar as our employees also assist with unloading or refueling and cause damage to the goods or other damage, they act at the sole risk of the buyer and not as our vicarious agents.

§ 5 Packaging

- a) We deliver our goods in our standardized packaging or as loose goods. Deviations require written confirmation.
- b) If our deliveries are made in returnable containers, these must be returned to us by the customer within 60 days of arrival at the latest, completely emptied and in perfect condition, at the customer's expense and risk, or delivered free to our vehicle against confirmation of receipt.
- c) If the customer does not fulfill the obligation mentioned under b) in due time, the returnable container shall become the property of the customer and the item mentioned as a deposit on the delivery invoice shall become due and must be paid immediately. The deposit will not be refunded after the return of the returnable containers outside the agreed period.
- d) The attached markings may not be removed, defaced or additional markings added. Returnable containers may not be mixed up or filled with other goods. The customer shall be liable for any depreciation in value, mix-ups, contamination and loss for which he is responsible. The receipt of the goods at our premises shall be decisive. Use as storage containers or transfer to third parties is not permitted unless this has been agreed in writing in advance.

§ 6 Retention of title

- a) The goods remain the property of the seller until full payment of all claims, including ancillary claims, claims for damages and redemption of checks and bills of exchange.
- b) The retention of title shall remain in force even if individual claims of the seller are included in a current account and the balance is drawn and recognized.
- c) If goods subject to retention of title are processed by the buyer into a new movable item, the processing is carried out for the seller without the seller being obligated as a result. The new item shall become the property of the seller. In the event of processing, mixing and blending with goods not belonging to the seller, the seller shall acquire co-ownership of the new item in the ratio of the invoice value of his reserved goods to the total value.
- d) The Buyer shall only be entitled to resell, process or install the reserved goods subject to the following provisions and only on condition that the claims pursuant to lit. f) are actually transferred to the Seller.
- e) The Buyer's authorization to sell, process or install goods subject to retention of title in the ordinary course of business shall end upon revocation by the Seller as a result of a subsequent deterioration in the Buyer's financial situation, but at the latest upon the Buyer's suspension of payments or upon the filing or opening of insolvency proceedings against the Buyer's assets.

- f)
- fa) The buyer hereby assigns the claim with all ancillary rights from the resale of the reserved goods - including any balance claims - to the seller.
 - fb) If the goods have been processed, mixed or blended and the seller has acquired co-ownership in the amount of its invoice value, it shall be entitled to the purchase price claim in proportion to the value of its rights to the goods.
 - fc) If the goods subject to retention of title are installed in a property by the buyer, the buyer hereby assigns the resulting claim for remuneration in the amount of the invoice value of the goods subject to retention of title with all ancillary rights including the right to the granting of a security mortgage with priority over the rest. If the buyer has sold the claim within the framework of real factoring, the seller's claim shall become due immediately and the buyer shall assign the claim against the factor taking its place to the seller and shall forward its sales proceeds to the seller without delay.

The seller accepts this assignment.

- g) The buyer is authorized to collect the assigned claims as long as he meets his payment obligations. The authorization to collect shall expire upon revocation, but at the latest in the event of default of payment by the Buyer or in the event of a significant deterioration in the Buyer's financial circumstances. In this case, the seller is hereby authorized by the buyer to inform the customers of the assignment and to collect the claims himself.

Upon request, the Buyer shall be obliged to provide the Seller with a precise list of the claims to which the Seller is entitled, including the names and addresses of the customers, the amount of the individual claims, invoice date, etc., and to provide the Seller with all information necessary for the assertion of the assigned claims and to permit the verification of this information.

- h) If the invoice value of the security existing for the seller exceeds the seller's total claims including ancillary claims (e.g. interest, costs) by more than 20%, the seller shall be obliged to release security of the seller's choice at the request of the buyer or a third party affected by the seller's excess security.
- i) Pledging or transfer by way of security of the reserved goods or the assigned claims is not permitted. The seller must be notified immediately of any pledges, stating the pledgee.
- j) If the seller takes back the delivery item due to the retention of title, this shall only constitute a withdrawal from the contract if the seller expressly declares this. The seller may satisfy his claims from the repossessed goods subject to retention of title by private sale.
- k) The Buyer shall store the reserved goods for the Seller free of charge. He shall insure them against the usual risks such as fire, theft and water to the customary extent. The Buyer hereby assigns to the Seller its claims for compensation to which it is entitled against insurance companies or other parties liable for compensation arising from damage of the above-mentioned type, in the amount of the invoice value of the goods. The seller accepts the assignment.
- l) All claims as well as the rights arising from the retention of title to all special forms specified in these terms and conditions shall remain in force until full release from contingent liabilities which the seller has entered into in the interests of the buyer.

§ Section 6a Current account reservation

We reserve title to the delivered goods as long as we still have claims from the current business relationship with the buyer (current account reservation). Ownership shall pass to the buyer upon the first settlement of the balance by the buyer since the handover.

§ 7 Warranty law, inspection and complaint obligations of the buyer

We shall be liable for material defects in accordance with the statutory provisions if, in addition to the statutory requirements, the following conditions are met:

- a) The Buyer shall inspect the goods and their packaging immediately upon delivery in accordance with customary commercial practice. If the goods are delivered in packages, he must also check the labeling of each individual package for conformity with the order.

If the goods are delivered in tank trucks or tanks that do not remain with the Buyer, the Buyer must check the prescribed transportation documents for conformity with the order. In addition, the Buyer must ensure that the goods are in accordance with the contract by taking a sample before drawing off the tank.

- b) The buyer must immediately notify us in writing of any defects discovered during the inspection in accordance with a).
- c) If the buyer fails to carry out the respective inspection or does not immediately give notice of an identified or identifiable defect, he shall lose his warranty rights with regard to the identified and/or identifiable defects.
- d) In the event of a hidden defect, the buyer must give notice of the defect immediately after it is discovered. Otherwise the goods shall also be deemed to have been approved in this respect. Complaints about a hidden defect shall in any case be excluded after expiry of the statutory limitation period for warranty claims for defects. A claim for replacement delivery due to incorrect delivery remains unaffected.

§ 8 Liability

Unless otherwise stipulated in the above conditions, claims for compensation by the customer, in particular for indirect and consequential damages and for breach of secondary contractual obligations - for whatever legal reason - are excluded.

Claims for intentional damage remain unaffected.

We shall meet duly raised and justified claims at our discretion by remedying the defect, delivering defect-free goods or granting a price reduction.

Claims for damages by the buyer due to defects in the delivered goods, incorrect deliveries and the breach of secondary obligations are limited to the portion of the purchase price corresponding to the quantity of goods consumed. Further claims of any kind are excluded.

§ 9 Advice and information

We provide advice to the best of our knowledge based on our research and experience. All details and information on the suitability and application of our goods are non-binding; in particular, they

do not constitute guarantees within the meaning of § 444 BGB. They do not exempt the buyer from carrying out his own tests and trials.

§ 10 Data protection

We process personal data as part of our business relationships. Further information on data processing can be found in our privacy policy.

§ 11 Final provisions

The place of performance is Hannover. In the event of any disputes arising from the contractual relationship, we shall be entitled to bring an action before the court having jurisdiction for our head office (Hanover). We are also entitled to take legal action at the customer's head office. The above conditions shall also apply to business transactions with foreign customers; in addition, the law of the Federal Republic of Germany shall apply.

Only the German text of the contract is binding, the English translation is for information purposes only