

General Terms and Conditions of IsoProfil GmbH & Co. KG

Sales and delivery (as of October 2020)

1. Exclusive validity and acceptance of IsoProfil's General Terms and Conditions

- 1.1 IsoProfil's deliveries, services and offers are based exclusively on our General Terms and Conditions. The General Terms and Conditions of the customer and any provisions of the customer that deviate from our General Terms and Conditions or agreements are only binding for us if we expressly acknowledge them in writing.
- 1.2 By placing an order or accepting services, the customer acknowledges the validity of our General Terms and Conditions, not only for the transaction in question but also for all future transactions. If we have an ongoing business relationship with the customer, amendments or new versions of our General Terms and Conditions shall become an integral part of the contract upon receipt of the order confirmation, unless they are immediately objected to in writing.
- 1.3 IsoProfil's General Terms and Conditions apply only vis-à-vis companies, legal entities under public law and special assets under public law within the meaning of Section 310 (1) BGB [German Civil Code].

2. Offers – subsidiary agreements – terms of the contract

- 2.1 IsoProfil's offers are still subject to confirmation in the sense that a contract is only concluded upon our acceptance of the order.
- 2.2 The information in our catalogues and technical documents are non-binding processing instructions; they are not to be understood as assurances or guarantees. Assurances or guarantees regarding properties or the usability of the goods are only given if we expressly designate them as such in writing.
- 2.3 Additional agreements to our offers and order confirmations require our written confirmation for them to be valid.
- 2.4 In cases of doubt, IsoProfil's written order confirmation shall be exclusively decisive with regard to the contents of the contract.
- 2.5 Subsequent changes to the order also require our written confirmation. Any additional costs incurred up to the time the order is changed shall, in any event, be borne by the customer.

3. Right to rescind

- 3.1 IsoProfil has the right to withdraw from a contract if its performance, through no fault of our own, is subject to technical difficulties or *force majeure* which are insurmountable or which would require a disproportionate effort to overcome compared to the value of the service we are required to perform. This applies in particular to breakdowns, labour disputes, shortages or abnormal price increases of raw materials, means of transport or labour. Furthermore, IsoProfil reserve the right to withdraw from a contract if the goods ordered are not provided correctly and on time by our own supplier (self-supply reservation).
- 3.2 If the customer cancels his order, IsoProfil is entitled to charge a cancellation fee of 15% of the value of the goods and to invoice the customer immediately.

4. Terms of payment

- 4.1 Unless agreed otherwise, IsoProfil's prices are valid for delivery from our distribution centre in Wuppertal, without packaging and for all services excluding insurance and VAT. In any event, we shall additionally charge VAT at the statutory rate that is applicable on the day of performance.
- 4.2 IsoProfil reserve the right to increase our prices accordingly if cost increases occur after contract conclusion, in particular on account of collective wage agreements or material price increases. We will provide evidence of this to the customer upon request.
- 4.3 All invoices must be paid net to one of our accounts only or to our registered office within 30 days of receipt. In the event of larger orders, we are entitled to issue partial invoices in accordance with the work involved.
- 4.4 IsoProfil claims can only be offset against legally binding or undisputed counterclaims. The customer's rights of retention are excluded, unless he asserts them on the basis of an undisputed or legally binding claim.
- 4.5 If the customer is in default of payment, IsoProfil shall be entitled to demand interest at a rate of 8 percentage points above the base interest rate, whereby our other rights on account of the default shall remain unaffected.
- 4.6 In the event that the customer is in default of payment, if he fails to comply with other essential obligations or if it becomes apparent to us, after contract conclusion, that our claim is at risk on account of the customer's inability to pay, we shall be entitled to demand immediate payment of all other outstanding claims or to demand advance payment or other securities or performance upon tender of counter-performance for outstanding deliveries. Furthermore, in such a case, we shall be entitled to withdraw from the contract after a reasonable period of grace and/or to claim damages.

5. Insurance – shipping – transfer of risk

- 5.1 We insure consignments of goods against the usual transport risks at the customer's expense – with the exception of deliveries abroad – by means of forwarders or our own vehicles and collections.
- 5.2 If IsoProfil does not receive any special shipping instructions, we shall ship the goods by the most favourable shipping route at our discretion. The goods will be shipped at the customer's expense and risk. Any haulage shall, in any event, be borne by the recipient. If the recipient requires express shipment, the express difference will be invoiced.
- 5.3 The risk of loss for which we are not responsible and of deterioration of the goods for which we are not responsible shall pass to the customer upon loading at our delivery warehouse or, if the goods cannot or should not be dispatched, upon dispatch of our notification of our readiness to deliver.
- 5.4 Depending on the type of goods ordered, deviations in weight, quantity or dimensions with respect to the order cannot be excluded. In such an event, the customer shall accept customary excess or short deliveries of up to 10%, both with regard to the total quantity and to individual partial deliveries.
- 5.5 If the customer is in default with call-off, acceptance or collection of the goods, or if he is responsible for a delay in dispatch or delivery, IsoProfil shall be entitled, without prejudice to any further claims, to
 - a) withdraw from the contract in the amount of the quantities not accepted or
 - b) store the goods at his expense and risk with us or with a third party and, subject to proof of a lower amount, to charge him storage costs of at least 0.5% of the

- c) invoice amount for the quantities not accepted for each commenced week of storage – but not more than a total of 5% of the invoice value of the deliveries and services affected by the delay – or
- c) to make the best possible use of the quantities not accepted for other purposes (Section 254 BGB [German Civil Code]).

6. Retention of title

- 6.1 The goods remain the property of the company until full payment of all claims, including ancillary claims, claims for damages, future claims that may arise and redemption of checks and bills of exchange. If the acceptance of a bill of exchange has been agreed with the customer, fulfilment shall only take effect in addition to payment of the purchase price if the company has been released from liability for bills of exchange. Bills of exchange issued with regard to this must always be submitted for discount to the bank, through which the corresponding payment was made by bank transfer.
- 6.2 The customer is entitled to process and sell the goods in accordance with the following provisions:
 - a) The authority of the customer to process reserved goods in the ordinary course of business ends, notwithstanding the permissible revocation by the company that is permissible at any time, upon the cessation of payments by the customer or if insolvency proceedings have been instituted against the customer's assets. In this event, the customer is obliged to return the unprocessed reserved goods upon the company's first request. Unless expressly stated otherwise in writing, the request for surrender shall not be deemed an exercise of the right of withdrawal. IsoProfil is entitled to supply the customer again within a reasonable period of time after payment of the purchase price. Otherwise, the company shall make the best possible use of the returned unprocessed reserved goods (Section 254 BGB).
 - b) By processing the reserved goods, the customer does not acquire ownership of the new goods in accordance with Section 950 BGB [German Civil Code]. The treatment and processing of goods delivered by IsoProfil and still in his ownership shall always be carried out on behalf of the company, without IsoProfil incurring any liabilities as a result. If the reserved goods are processed with other objects not belonging to us, then we shall acquire co-ownership of the new item in the ratio of the value of the work to the other items that were processed at the time of processing. If the customer acquires ownership shares in the new item now or later, he hereby transfers these shares to the company with immediate effect as of now. In other respects, the same applies to the item resulting from processing as to the purchased object delivered under reserve. IsoProfil retains the expectant right with regard to the acquisition of ownership of the reserved goods. If the reserved goods are combined with another item in such a way that the other item is to be regarded as the main item and if the main item is the sole property of the customer or an item that the customer has co-ownership of, he shall likewise hereby transfer this to the company as of now. If the customer later acquires ownership or co-ownership of the main item through processing, payment of the purchase price or in any other way, he hereby transfers it to the company with immediate effect.
 - c) The customer hereby assigns to IsoProfil, with immediate effect, all claims arising from the resale of goods subject to retention of title to his customers or to third parties, irrespective of whether the work itself was sold or a new object resulting from processing, mixing or combining originated and is part of the reserved property of the company. If the customer's customer has a prohibition of assignment, he must notify the company thereof in writing immediately. If there is a current account relationship between the customer and his customer, the claim assigned to us in advance refers to the acknowledged balance. If the customer has previously sold this claim in the context of genuine factoring, he assigns the claim against the factor to the company who has taken his place. The company hereby accepts this assignment.
 - d) IsoProfil will not use the assigned claims as long as the customer meets his payment obligations. On request, the customer is obliged to give IsoProfil a detailed list of third party debtors along with their names and addresses, the amount of each claim, the date of invoice, etc. and to announce the assignment to his customers and to provide the company with all the information required for the assertion of the assigned claim. He is entitled to collect the claims in the ordinary course of business himself, so long as the company does not instruct him otherwise. The customer authorises the company to inform his customers of this assignment and to collect the claim himself as soon as the customer defaults on a payment or if his financial circumstances worsen significantly. In this event, the company can demand that the customer allows him to verify the stock of the assigned claim by his authorised representative on the basis of the bookkeeping. Amounts received from assigned claims must be set aside separately for transfer.
 - e) The retention of title shall remain in force, even if individual claims of the company are included in a current account and the balance is drawn and recognized, unless the balance is settled.
 - f) The customer is not entitled to pledge or transfer ownership of the reserved goods. IsoProfil must be informed immediately of any seizures of the goods subject to retention of title, stating the attachment creditor.
 - g) As soon as he has halted payments, the customer is obliged to send IsoProfil a list of the goods subject to retention of title that still exist, even if they have been processed, as well as a list of claims vis-à-vis third-party debtors along with copies of invoices.
 - h) If IsoProfil takes back the delivered goods due to his retention of title, a withdrawal from the contract shall only exist if the company expressly declares this to be the case in writing. The company can also gain financial satisfaction with regard to the reserved goods taken back by selling them on the open market.
 - i) The customer shall keep the reserved goods in safe custody on behalf of the company. He must insure them against fire, theft and water damage. The customer hereby assigns to the company his claims for compensation to which he is entitled from damage of the kind mentioned in sentence 2 vis-à-vis insurance companies or from other claims for compensation in the amount of the company's claims.
 - j) Rights arising from the retention of title and all special forms stipulated in these conditions shall apply until full release from the contingent liabilities which the company has entered into in the interest of the customer.

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- k) If required or on request, the customer undertakes to cooperate at any time in the preparation of the proof of identity by, among other things, disclosing suitable documents.
- l) IsoProfil undertakes to release the securities to which he is entitled at the request of the customer insofar as the value of his securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released is incumbent on IsoProfil.

7. Delivery dates and deadlines

- 7.1 Delivery dates and deadlines are only approximate and must be stated in writing. The delivery periods shall commence on the date of our order confirmation, but not before all the details of the order have been fully clarified. The day of dispatch ex works shall be deemed to be the day of delivery; if collection by the customer has been agreed, the day of dispatch of the goods ready for dispatch shall be deemed to be the day of collection by the customer. Compliance with deadlines presupposes that the customer fulfils his contractual obligations, in particular his payment obligation, in good time and in full. Otherwise, an agreed period shall be extended by a period corresponding to the delay.
- 7.2 IsoProfil shall also be entitled to make partial deliveries to an appropriate extent.
- 7.3 Four weeks after a non-binding delivery date or a non-binding delivery period has been exceeded, the customer may request in writing that the company deliver within a reasonable period. Upon this reminder being sent, the company is deemed to be in default. After unsuccessful expiration, the customer is entitled to withdraw from the contract by written declaration or to claim damages according to clause 8.

8. Breach of duty by the company

- 8.1 IsoProfil shall be liable for intent and gross negligence in accordance with the statutory provisions.
- 8.2 Moreover, IsoProfil shall be liable, on the merits, for simple negligence, also by our executive employees and our vicarious agents, insofar as an essential obligation is breached. Insofar as we are liable for a breach of an essential obligation due to simple negligence, this liability shall, however, be limited in terms of amount to the level of compensation for the typical, foreseeable damage.
- 8.3 Any further claims for damages on the part of the customer against the company due to defective delivery are excluded. In particular, we shall be liable for loss of profit or other financial loss of the customer only to the extent of the typical, foreseeable damage. Our liability for bodily injury shall remain unaffected by these limitations and in the event that we have assumed a guarantee for the existence of a characteristic or have fraudulently concealed a defect. A guarantee assumption must be expressly designated as such in writing by us and establishes a liability within the scope of the guarantee promise.
- 8.4 If partial deliveries have already been made, the right to withdraw from the contract and the assertion of claims for damages shall be limited to the outstanding delivery unless the partial delivery is of no interest to the customer as a whole. This clause shall also apply in the event that it becomes impossible for the company to perform. Insofar as delivery becomes impossible for the company by chance during his delay, he shall nevertheless be liable in accordance with this clause, unless the damage would have occurred even if delivery had been made on time.
- 8.5 *Force majeure*, riots, strikes, lock-outs and significant operational disruptions that occur through no fault of our own shall change the dates and deadlines specified in clause 7 for the duration of the disruptions to performance caused by these circumstances, insofar as these obstacles can be proven to have an influence on the completion or delivery of the delivery item.
- 8.6 Insofar as we do not deviate from the instructions given by us, IsoProfil are not obliged to check whether the orders carried out by us infringe the rights of third parties (in particular copyrights). The customer shall indemnify us against any claims.

9. Warranty

- 9.1 IsoProfil shall be liable for all defects occurring within one year of the transfer of risk. The preceding provision shall not apply insofar as the law pursuant to Sections 438 (1) 2, 479 (1) and Section 634 a BGB [German Civil Code] prescribes longer limitation periods. An insignificant reduction in value or fitness for purpose shall not be taken into consideration.
- 9.2 IsoProfil warrant services rendered by us and goods procured or delivered by us. Defects in any material provided by the customer do not oblige us to provide a warranty.
- 9.3 The customer shall notify IsoProfil in writing of any obvious defects immediately after their discovery, giving all relevant details. If the customer violates this obligation to notify, the delivered goods shall be deemed approved, with the consequence that any warranty claims shall lapse.
- 9.4 Defects in only a part of our services do not entitle the customer to complain about the entire service.
- 9.5 The obligation of IsoProfil is limited to the free removal of defects or replacement delivery within a reasonable period of time. Defective goods may only be returned to the company after prior notification. For repaired goods, a warranty is provided until the end of the warranty period of the work on the basis of the work (delivery) contract.
- 9.6 If IsoProfil refuses both types of supplementary performance, if the type of supplementary performance to which the customer is entitled has failed at the second attempt or if further attempts at rectification are unreasonable for the customer, the customer may demand withdrawal from the contract, reduction of the remuneration or compensation in place of rectification.
- 9.7 The warranty applies only to the benefit of the initial customer. Excluded from any assignment are the warranty rights that exist for the customer vis-à-vis the company as well as the warranty claims themselves.
- 9.8 Warranty claims shall lapse if the defect that occurs is causally connected with the fact that the customer has not notified a defect in accordance with clause 9.3 and immediately given the company the chance to remedy the defect or the part has been improperly handled or overused.
- 9.9 If a defect in IsoProfil performance is based on materials or services that we have procured from third parties, we can provide a warranty by assigning our claims vis-

à-vis the third party to the customer, insofar as we could not have identified the defect by careful examination and the customer is put in a position comparable to our warranty obligation as a result of the assignment. Our warranty obligation only ends upon the final enforcement of the customer's warranty claims against the third party.

10. Moulds – templates – tools

- 10.1 Irrespective of whether the costs for producing moulds, templates, tools or similar objects are charged to the customer, they remain IsoProfil's sole property. However, we are not entitled to sell any profiles manufactured using the aforementioned tools to third parties without the customer's consent.
- 10.2 We claim the sole manufacturing right for profiles manufactured according to our designs. Any imitation or execution by third parties always requires our approval.
- 10.3 If within 3 (three) years no deliveries or sales are made from the moulds, templates, tools or similar objects, IsoProfil shall be entitled to scrap the abovementioned tools or to store them for a fee. The care and maintenance of the tools shall be done at our expense.

11. Total liability

- 11.1 Any further liability for damages than is provided for in clauses 8 and 9 shall be excluded, irrespective of the legal nature of the claim asserted. In any event, mandatory liability under the Product Liability Act and other mandatory claims arising from producer liability shall remain unaffected.
- 11.2 Insofar as IsoProfil's liability is excluded or limited, this also applies to the personal liability of our employees, workers, personnel, representatives and vicarious agents.

12. Place of performance – court of jurisdiction – applicable law

- 12.1 The place of performance for payment and performance is IsoProfil's registered office in Wuppertal.
- 12.2 The exclusive place of jurisdiction for all disputes relating to and arising from the contract, including litigation regarding bills of exchange and cheques, shall be Wuppertal. However, IsoProfil shall have the right to sue the customer at any other place of jurisdiction applicable to him.
- 12.3 In the event of foreign business transactions, the entire contractual relationship shall be subject to the law of the Federal Republic of Germany, unless another legal system is mandatorily applicable. The application of the Uniform Law on the Conclusion of Contracts for the International Sale of Goods and the Uniform Law on the International Sale of Goods is excluded.
- 12.4 Should one or more of the above conditions be invalid, the remaining conditions shall remain unaffected. In such an event, the company and customer are obliged to replace an ineffective condition with an effective one that comes closest to the economic purpose of the ineffective one.