

## General Terms of Business of Mäder Aqualack AG

### 1. Validity

Our deliveries and services shall be provided exclusively based on our own general terms of business. Terms of business of other companies shall be expressly rejected; such terms shall apply only, just like deviations from our terms of business, if this was confirmed by us in writing.

For customers who are already familiar with our general terms of business, these terms shall apply to all future orders. No further notification shall be required.

### 2. Terms of delivery and payment

As far as not expressly agreed otherwise, our offers shall be non-binding. No delivery dates specified by us shall be binding, unless a fixed date was expressly agreed.

To the extent that we provide consulting services, only the information on the suitability of the goods for the purpose of use confirmed in writing - which is to be found in the respective technical data sheets - shall be binding. Apart from that, consultation services are services provided to the best of our knowledge, however, the information on suitability and use of the supplied goods shall be non-binding. In particular, the paintings/coatings realised with the materials shall be the responsibility of the buyer, as we, the supplier, do not have any influence on the proper, professional application of the product.

If not expressly agreed otherwise, our deliveries shall be made ex works.

We shall be entitled to make partial deliveries as far as this is reasonable for the buyer.

The risk of accidental destruction, loss or damage of the goods shall pass onto the buyer at the time the goods are provided to the carrier; if the goods are picked up, this risk shall pass onto the buyer at the time the buyer is notified of the fact that the goods are ready for collection.

Significant, unpredictable circumstances such as late delivery for any reason that we cannot be made responsible for shall be considered as force majeure and extend the delivery deadline for the duration of the hindrance.

Our invoices shall be payable net cash within 30 days after the invoice date.

For bills of exchange, all costs and expenses shall be borne by the buyer.

Set-off against our account receivables shall be permitted only for undisputed and/or legally established claims.

In the event of late payment, we shall charge interest of 8% interest above the base rate of the ECB as default interest.

### 3. Warranty and liability

Colour match of the products delivered with standardised colour registers such as RAL and NCS shall be considered as contractually compliant. Minor colour variations shall represent no defect, unless visually recognizable differences under standard light (D65) reveal an average deviation of more than  $\Delta E \leq 2-3$  depending on the respective colour shade.  $\Delta E$  defines the mathematically averaged colour shade difference according to the CIELAB system.

We shall be notified in writing of any clearly visible defects on the goods immediately upon receipt of the goods. We shall be notified in writing of any hidden defects immediately, however, no later than 7 days after their discovery, mentioning the exact name of the item. Delayed notices of defects shall be void.

In case of timely raised and substantiated claims, we shall be entitled at our discretion to either repair or replace the defective products. In the event of defects, we shall bear all expenses to the extent necessary insofar as such defects are not increased by the fact that the purchased product was moved to a place other than the place of performance. If we are neither willing nor able to remedy the defect or supply replacement or if remedy/replacement is delayed beyond reasonable deadlines for reasons that we are responsible for, the buyer shall be entitled either to rescind the contract or reduce the purchase price. The same shall apply, if the remedy of a defect fails despite several attempts.

In the event of "recourse against the entrepreneur", we shall be entitled to restrict the buyer's claim for subsequent delivery of the products and the reimbursement of expenses.

In the event of delayed delivery, the buyer shall be entitled to withdraw from the contract only after granting an adequate extended deadline for the delivery.

Unless otherwise agreed, any rights beyond the above-mentioned rights of the buyer shall be excluded, unless they deal with cases of gross negligence or if liability is mandatory law.

In particular, exclusion of liability shall include damage not caused to the delivered goods as such and shall also concern our employees, representatives, or vicarious agents. If we are obliged to pay compensation for damages, our liability shall be limited to the negative interest, except in cases of deliberate damage. Assertion of claims for consequential damages shall be excluded.

### 4. Reservation of proprietary rights

Up to full payment of the purchase price, we shall remain the proprietor of the delivered products.

This retention of title shall lapse as soon as all outstanding claims from the current business transaction have been met by the buyer.

In the event of processing or mixing of the products with other products that the buyer undertakes for us, the buyer assigns his co-ownership of the new item already now to secure our claims to the extent that is equivalent to the invoice value of our products.

If processing or mixing is done against payment by processing/mixing the product with a main item of a third party, the buyer already now assigns his claim for remuneration to secure our claims to the extent that is equivalent to the product purchase price of our products.

The buyer shall be entitled to have the products at his disposal in ordinary business transactions as long as he meets his obligations from his business relationship with us in a timely manner.

Already now, the buyer assigns claims from the sale of products that are subject to our rights of reservation to secure our claims to the extent of our share in the products sold.

The buyer shall insure the reserved goods at his own expense against loss, fire and damage. Already now, he assigns his claims arising from the insurance contract to us to secure our claims.

We shall accept the above assignments.

If a significant change occurs in the financial circumstances of the buyer, either a financial collapse or if the buyer stops his payments or files for insolvency, we shall be entitled to terminate the contract with immediate effect and demand immediate return of all the reserved goods.

### 5. Applicable law, Severability clause

German law shall apply exclusively to the contractual relationships, unless the applicability of European legal provisions is imperative. The court of jurisdiction for all claims arising from the contractual relationship, depending on the respective value of the claim, shall be the Local Court (Amtsgericht) Hamm or the District Court (Landgericht) Dortmund.

Should individual provisions be or become invalid, the validity of the remaining provisions shall not be affected thereof. The parties shall modify the invalid provision in such a way that it corresponds to or comes closest to the economic purpose of the initially disputed provision.

Last update: 01/01/17