

**General Terms and Conditions of Sale ("T&C") of Dimension-Polyant GmbH**  
**(Status: March 2022)**

**A. Scope**

1. These T&C apply to all business relations of Dimension-Polyant GmbH, Speefeld 7, 47906 Kempen, Germany (hereinafter referred to as "Seller", "we" or "us") with our customers if the customer is a businessman (Section 14 of the German Civil Code (BGB)), a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law. These T&C apply in particular to contracts for the sale and/or delivery of movable goods, regardless of whether we manufacture them or purchase them from suppliers/subcontractors.
2. Our T&C shall apply exclusively. Conflicting, deviating or supplementary terms and conditions of the customer are hereby rejected and shall not become part of the contract unless we expressly agree to their application. For example, it does not constitute consent if we unconditionally accept orders, make deliveries or provide other services with knowledge of the customer's terms and conditions or directly or indirectly refer to letters etc. that contain the customer's terms and conditions or third-party terms and conditions.
3. Unless otherwise agreed, our T&C in the version current at the time of the customer's order shall also apply as a framework agreement (Section 305 (3) BGB) to subsequent contracts within the meaning of A.1 of these T&C with the same customer without us having to refer to our T&C again.

**B. Conclusion of Contract**

1. Our offers are subject to change and non-binding, unless they are expressly marked as binding or state a specific acceptance period.
2. The customer's order shall be deemed a binding offer to conclude a contract. Unless otherwise stated in the customer's order, we may accept it within ten (10) working days of receipt. Working days are Monday to Friday, with the exception of German national public holidays.
3. Our acceptance shall be made by written declaration (e.g. by our order confirmation). The content of this declaration is decisive for the content of the contract. Legally relevant declarations and notifications by the customer after conclusion of the contract (e.g. setting of deadlines, reminders, notices of defects, declarations of withdrawal or reduction) must be in writing to be effective. Fax or simple e-mail shall also suffice as written form, in each case also without signature (text form). Mandatory legal formal requirements remain unaffected.
4. The written contract, including these T&C, which form an integral part of the written contract, fully reflects all agreements made on the subject matter of the contract. Any agreements made or confirmations given by us prior to the conclusion of the written contract are non-binding and shall be replaced in full by the written contract, unless it is expressly stated in each case that they are to continue to apply in a binding manner. Amendments to the contract are only permissible by mutual agreement and in writing.
5. With the exception of guarantees and/or procurement risks expressly assumed as such in the contract, there are no guarantees or assumptions of risk. Our suppliers/subcontractors are not vicarious agents within the meaning of Section 278 BGB.

### **C. Reservation of Rights, Prohibition of Reverse Engineering, Confidentiality**

1. We reserve all property rights and copyrights to all documents, materials and other objects (essentially our offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product specifications, manuals, samples, models and other physical and/or electronic documents or information) provided by us to the customer. This does not apply to the object of purchase, for which the retention of title according to clause L. applies. Reverse engineering is prohibited.
2. The customer must not make the aforementioned items or their content available or communicate them to third parties or its own, non-involved employees, nor may he exploit, reproduce or modify them. He shall treat them confidentially, use them exclusively for the contractual purposes and return them to us in full at our request and destroy/delete any copies (including electronic copies) unless they are required in accordance with statutory retention obligations or for the performance of the contract. At our request, the completeness of the return and destruction/deletion shall be confirmed and, insofar as this confirmation is not provided, it shall be explained in writing which items are still required and for what reasons.

### **D. Delivery**

1. The goods shall be delivered ex works (EXW Incoterms (2020)). At the request, risk and expense of the customer, the goods shall be shipped to another destination. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer as soon as the goods are handed over to the forwarding agent, carrier or other person entrusted with the transport. This also applies to partial deliveries. We are entitled to determine the type of dispatch (in particular the transport company, dispatch route, packaging) at our due discretion. If the customer wishes to take out insurance, it is incumbent upon him to expressly state this.
2. If, in deviation from clause D.1, delivery ex external warehouse has been agreed, the freight shall be charged ex works; instead, a lump-sum surcharge for freight may be invoiced.
3. We reserve the right to make excess and short deliveries compared to the order due to production reasons, provided that the excess or short deliveries are reasonable for the customer. A deviation of up to 10 % in the measurements of the article in particular shall be deemed reasonable. The customer shall have the right to prove that in the individual case only a smaller excess or short delivery is reasonable. In the event of an excess delivery, the actual delivery quantity shall be remunerated, at the most the reasonable delivery quantity. In the event of a short delivery, the shall pay for the actual delivery quantities.
4. The goods will be sent by us uninsured, unless otherwise agreed. Insurance is possible by express agreement and at the customer's expense.
5. If the customer is in default of acceptance, fails to cooperate or delays delivery for other reasons for which the customer is responsible, the Seller shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs).

## E. Delivery Periods and Interruption of Delivery

1. Delivery times/dates for deliveries and services (delivery periods) stated by us are always only approximate, unless a fixed delivery period has been expressly promised by us or agreed. The date stated in the order confirmation is merely the date requested by the customer and is not a binding delivery date.
2. A delivery deadline for a delivery of goods shall be deemed to have been met if the customer has received our notice of readiness for collection by the expiry of the deadline or - if dispatch has been agreed - we have handed over the goods to the carrier or could have handed them over in the event of the carrier's failure to appear or failure to appear on time.
3. We shall not be liable for impossibility or delay insofar as they are in each case due to force majeure, industrial action, official measures, official permits, operational disruptions of all kinds, fire, natural disasters, epidemics, pandemics, weather, floods, war, riots, terrorism, transport delays, strikes, lawful lockouts, shortages of energy or raw materials or a significant increase in total manufacturing costs of at least 30 % of our goods and in the case of other events unforeseeable at the time of conclusion of the contract over which the Seller has no influence and for which the Seller is not responsible. In this case, the delivery period shall be extended by the duration of the hindrance plus a reasonable start-up time. The extension of the delivery period shall not come into effect if the customer is not immediately notified in writing (e-mail suffices) of the reason for the impediment as soon as it can be foreseen that the aforementioned deadlines cannot be met. If the events mentioned in sentence 1 make it considerably more difficult or impossible for us to provide the service and are not only of temporary duration, we are entitled to withdraw from the contract.
4. Delivery periods shall be automatically extended to a reasonable extent if the customer does not fulfil his contractual obligations (including unwritten duties to cooperate) or obligations in good time. In particular, the customer must provide us with any documents, information and items to be provided in good time and in the correct format that are required for the performance of the order (e.g. specifics for goods manufactured on behalf of the customer).
5. The Seller reserves the right to correct and timely self-delivery. This reservation of self-delivery applies with the proviso that the Seller has concluded a corresponding covering transaction in good time and is not responsible for the incorrect or untimely delivery by the supplier.
6. Our statutory rights, in particular concerning the exclusion of our obligation to perform (e.g. due to final or temporary impossibility or unreasonableness of performance and/or subsequent performance) and in the event of default in acceptance or performance on the part of the customer, shall remain unaffected.
7. If we are in default with a delivery or service or if it becomes impossible for us, for whatever reason, our possible liability for damages shall be limited in accordance with clause G. An absolute or relative fixed transaction does not exist unless expressly agreed otherwise in writing.
8. If due to such for the Parties unforeseeable and unavoidable events it becomes considerably more difficult or impossible for us to provide the supply and service obligation and those unforeseeable and unavoidable events are not only of a temporary nature, we are also entitled instead of a withdrawal to request an adjustment of the contract. If no agreement on the adjustment of the contract can be reached between the Parties within a period of six (6) weeks, both Parties are entitled to withdraw from the contract without compensation. Clause G.1 of these T&Cs remains unaffected.

## **F. Warranty for Defects**

1. The customer's rights in the event of material defects and defects of title (including wrong delivery/short delivery, faulty assembly or similar services as well as faulty instructions) shall be governed by the statutory provisions, subject to deviating or supplementary provisions in these T&Cs.
2. The customer is responsible for the suitability of the ordered goods and services for its technical, structural and organisational circumstances as well as its purposes. The Seller's warranty is excluded for defects resulting from incorrect storage and/or use of the goods (this includes, in particular, packing the goods – or the product made from the goods – in a humid/moist condition). The Seller's application chart is merely a guideline based on Seller's experience with the material it uses. The customer is responsible for deciding on the use of the goods and their application. Clause G remains unaffected.
3. The goods purchased from the Seller must be carefully inspected immediately upon receipt. The goods shall be deemed to have been approved if a notification of defects is not sent within two (2) weeks of receipt of the goods or, if the defects were not recognizable upon immediate careful inspection, within two (2) weeks of their discovery by the customer. The inspection after receipt must not be limited to external appearances and delivery papers. It must also adequately cover quality and functionality as well as appropriate random samples. The notice of defects must be in writing/text form and, in the interest of time, must be sent by e-mail or fax. If the customer fails to make a proper inspection and/or complaint, the Seller's warranty obligation and other liability for the defect in question shall be excluded. The limitation period for claims based on material defects and defects of title shall be one year from the transfer of risk. This shall not apply, however, to the cases named in clauses G.1 and G.3. For these, the statutory limitation period shall apply.
4. Seller exclusively warrants compliance with the quality agreed upon conclusion of the contract (in particular, the agreed specifications, if any). In case of doubt, the Seller's product specifications shall be deemed agreed. Insofar as requirements were agreed with regard to a specific characteristic of the goods, this excludes other requirements relating to the characteristic, even if these would correspond to the objective requirements for the goods. Public statements, promotions or advertising by the Seller do not constitute a contractual quality of the purchased item. Seller accepts no liability for public statements made by third parties (e.g. advertising statements). Moreover, Seller does not assume any further warranty, in particular for the suitability of the goods for a specific use. Details of colour, width, weight, equipment, design or other details of the Seller's goods shall only be binding insofar as they have been expressly agreed in writing.
5. In the event of defects in the delivered goods, the Seller shall be obliged, at its discretion, to provide subsequent performance, i.e. to remedy the defect or to deliver a defect-free goods. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect actually exists. However, if a request by the Customer to remedy a defect turns out to be unjustified, the Seller may demand reimbursement of the resulting costs from the customer. If the subsequent performance is effected by a new delivery, the customer shall return the goods to the Seller. In this case, the Seller shall bear the costs of the return shipment.
6. If subsequent performance is impossible or fails twice, or after the unsuccessful expiry of a reasonable period set by the customer for subsequent performance, the customer may, at its discretion, reduce the purchase price or withdraw from the contract. This shall also apply if the setting of a deadline for subsequent performance is dispensable due to statutory provisions. A right of withdrawal does not exist in the case of insignificant defects.

## **G. Liability**

1. In cases of intent and gross negligence as well as for damages resulting from injury to life, body or health, the Seller shall be liable in accordance with the statutory provisions.
2. In cases of ordinary negligence, the Seller shall only be liable a) for damages arising from injury to life, body or health, b) for damages arising from the breach of a material contractual obligation (an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on which a contracting party regularly relies and may rely), whereby in this case b) the Seller's liability shall be limited to compensation for the foreseeable, typically occurring damage.
3. The exclusions and limitations of liability pursuant to G.2 shall not apply insofar as the Seller has concealed a defect, has assumed a guarantee for the quality of the goods and for claims of the customer under the German Product Liability Act.
4. The above exclusions and limitations of liability shall apply to the same extent in favour of the Seller's legal representatives, other bodies, executive and non-executive employees and other vicarious agents.

## **H. Limitation Period**

1. The limitation period for all - also non-contractual - claims due to material defects and defects of title shall be one (1) year from delivery. This shall not apply in the case of intentional or grossly negligent breach of duty, for damages arising from injury to life, body or health, in the case of fraudulent concealment of a defect and/or in the case of mandatory statutory liability; in these cases and those of G.3, the respective statutory limitation period shall apply.
2. Delivery within the meaning of clause H.1 sentence 1 shall mean receipt by the customer of our notice of readiness for collection or - if dispatch has been agreed - handover to the transport person.

## **I. Prices, Due Date, Payment, Rights of Retention and Set-off, Interest on Dues**

1. Our net prices current at the time of the respective conclusion of the contract shall apply plus statutory value added tax and any other fees or charges under public law.
2. Payment of the purchase price shall be due in accordance with the provisions of our declaration of acceptance (clause B.3 above, e.g. advance payment, by invoice, payment by instalments). The invoice shall be issued on the date of delivery (see clause H.2) of the goods. If payment by instalments has been agreed, the following shall apply automatically, subject to deviating agreements. The customer pays:
  - a) 50% of the order value after conclusion of the contract (see clause B as a down payment).
  - b) "remaining amount/outstanding value" of the order value after delivery of the goods.

The purchase price is due in the case of purchase on account (including in the case of payment by instalments) and payable without deduction within 30 days of the invoice date.

3. If the customer has not determined at the time of payment on which of several outstanding debts his payments shall be made, payments shall always be used to settle the oldest due debt item among several equally certain and equally burdensome ones for the customer plus the default interest accrued thereon.
4. The date on which the account is credited shall be decisive for compliance with the payment deadline.
5. Upon expiry of a payment deadline, the customer shall automatically be in default. During the period of default, the purchase price shall bear interest at the statutory default interest rate (currently 9 percentage points above the base interest rate). The statutory default lump sum (currently EUR 40.00) shall be added. We reserve the right to claim further damages caused by default and - vis-à-vis merchants - statutory interest on arrears (Sections 352, 353 HGB).

#### J. Provided Materials

1. Upon customer's order, customer shall deliver the raw materials agreed by the parties to be provided by the customer ("**Provided Materials**") to the Seller (i) in the quantity required by the Seller to manufacture the goods, (ii) at the time determined by the Seller and (iii) in accordance with the specification and quality agreed, so that the Seller can fulfill its obligations under the contract.
2. The delivery of the Provided Materials shall be made to the exclusion of any terms and conditions of sale and delivery of the customer, even if these are referred to in an offer, an order confirmation or in any other way and have not been contradicted.
3. Prior to delivery of the Provided Materials to the Seller, customer shall inspect the Provided Materials for their quality and suitability for the manufacture of the goods. The Seller will therefore not inspect the Provided Materials supplied by customer prior to their use. A legal obligation to inspect is excluded in this respect.
4. The delivery of Provided Materials shall be "free domicile" and at the customer's risk.
5. If defective quality of the Provided Materials has (partly) caused a defect in the goods, all claims of customer against the Seller due to defects in the goods are excluded.
6. If the Seller realizes that the Provided Materials are of insufficient quality, the Seller shall inform customer thereof. In this case, the Seller is entitled to reject the delivered Provided Material or to return it at customer's expense. Further rights of the Seller remain unaffected. The customer shall bear all costs and expenses incurred by the Seller in connection with the delivery of defective Provided Materials and reimburse them to the Seller.

#### K. Price Adjustment

1. Unless otherwise expressly agreed, prices are binding as of order confirmation for four (4) months. If more than four (4) months lie between the order confirmation and the delivery, we shall be entitled, in the event that the total costs that are related to the manufacturing of our goods increase, to charge the customer for this cost increase at our reasonable discretion. Such a price increase can only be made up to a total of 10 % of the purchase price per piece of goods. For the year following the fourth month after the order confirmation, a maximum of three (3) adjustments of this kind are possible per piece of goods ordered.
2. Total costs that are related to the manufacturing of our products consist especially of energy procurement costs, labour costs, costs of raw materials and supplies (such as yarns and chemicals),

duties, shipping costs and taxes (in particular taxes incurred in the manufacturing process, e.g., CO2 taxes).

3. We shall reasonably consider the legitimate interests of the customer. The Customer may object to such a price increase within four (4) weeks in writing after notification of the price increase if he proves that he cannot reasonably pass on the price increase to the end customer for goods that are already sold to the end customer at the time of the price increase. In the case of objection, the Parties shall attempt to find an amicable solution. If no agreement can be reached between the Parties within a period of six (6) weeks, both Parties are entitled to withdraw from the contract without compensation. Clause G.1 of these T&Cs remains unaffected.
4. Insofar as our total costs are reduced not only temporarily, we shall be obliged to reduce the prices in accordance with the procedures set out in this clause for price increases.

#### **L. Retention of Title**

1. The delivered goods shall remain the property of the Seller until full payment of all our claims against the customer arising from the respective contractual relationship and, in addition, of all our other claims against the customer arising from deliveries and services existing at the time of the respective conclusion of the contract. The customer may, however, sell or process the goods in the ordinary course of business. Any pledging or transfer by way of security of these goods in favour of third parties shall be excluded prior to full payment of all secured claims without the Seller's written consent. The customer must immediately notify the Seller in writing of any seizure or attempted seizure of these goods by third parties.
2. In the event of conduct by the customer in breach of contract, in particular in the event of non-payment of the purchase price due, the Seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title and withdrawal. If the customer does not pay the purchase price due, the Seller may only assert these rights if it has previously set the customer a reasonable deadline for payment to no avail or if such a deadline is dispensable under the statutory provisions.
3. The customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:
  - a) The retention of title extends to the products resulting from the processing, mixing or combining of the Seller's goods at their full value, whereby the Seller is deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, the latter's right of ownership remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.
  - b) The customer hereby assigns to the Seller by way of security the claims against third parties arising from the resale of the goods or the product in total or in the ratio of the respective invoice values in accordance with the above paragraph. The Seller accepts the assignment. The obligations of the customer stated in clause L.1 shall also apply in respect of the assigned claims.
  - c) The customer remains authorised to collect the claim in addition to the Seller. The Seller undertakes not to collect the claim as long as the customer meets its payment obligations to the Seller, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in its ability to pay. If this is the case, however, the Seller may demand that the customer informs the Seller of the assigned claims and their

debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

- d) The Seller undertakes to release the securities to which it is entitled under the above provisions at its discretion to the extent that their realisable value, taking into account the value added by the customer, exceeds the claims to be secured by 10 %.
4. Should the Seller enter into contingent liabilities in the interest of the customer, the extended and expanded retention of title shall remain in force until the Seller is fully released from these liabilities.

#### **M. Right to Withdraw**

The Customer has no contractual right of withdrawal. If he wishes to withdraw from the contract, the Parties may agree on a subsequent contractual right of withdrawal, which the Seller may make dependent on the payment of a cancellation fee.

#### **N. Place of Performance**

The place of performance for our deliveries is the warehouse/plant from which we deliver.

#### **O. Applicable Law and Place of Jurisdiction**

1. These T&C and the contractual relationship between us and the customer shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention).
2. If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, or if the customer does not have a general place of jurisdiction in the Federal Republic of Germany, our registered office in Kempen (Germany) shall be the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from these T&C or the contractual relationship between us and the customer or in connection therewith. The same applies if the customer is an entrepreneur (§ 14 BGB). In all cases, we shall be entitled, at our discretion, to invoke the courts at the customer's general (possibly foreign) place of jurisdiction or at the place of performance instead.

#### **P. Severability Clause**

1. If contractual provisions including these T&C do not become part of the contract in whole or in part or are void, ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected.
2. Insofar as provisions of these T&C do not become part of the contract or are void or ineffective, the content of the contract shall primarily be governed by the statutory provisions (Section 306 (2) BGB). However, if no suitable statutory provisions exist for this purpose, the Parties shall agree - subject to the possibility and priority of a supplementary interpretation of the contract - on effective provisions which come as close as possible in economic terms and in terms of their meaning and purpose to the provisions which have not become part of the contract, are void or ineffective. The legal



consequence of sentence 2 shall apply mutatis mutandis to contractual provisions that prove to be unenforceable.

3. If the contract, including these T&C, proves to be incomplete for reasons other than those mentioned in clause P.1 (in particular due to the absence of provisions, e.g. due to the overlooking of points requiring provisions), the Parties shall - subject to the possibility and priority of a supplementary interpretation of the contract - agree on effective provisions which come as close as possible to the economic objectives of the contract.