

General Conditions of Sale and Delivery (GCS) of the Hammerl GmbH

- Status: February 2022 -

§ 1 General – Scope of application

- 1.1 These GCS apply to all business transactions between Hammerl GmbH, Nedere Klinge 15, 74376 Gemmrigheim (hereinafter: "Seller") and its customers (hereinafter: "Buyer/Customer"), if the latter are entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law. The Buyer shall disclose to the Seller without undue delay in contract negotiations prior to the conclusion of the contract or orders, if he does not have the status of an entrepreneur pursuant to § 14 BGB, but concludes the legal transaction for purposes which can predominantly be attributed neither to his commercial nor to his self-employed professional activity.
- 1.2 These GCS shall apply exclusively. Any conflicting, additional or deviating terms and conditions of the Buyer shall not become part of the contract unless the Seller has expressly agreed to their validity.
- 1.3 These GCS shall also apply if the Seller executes the delivery without reservation in the knowledge of conflicting or deviating terms and conditions or if these GCS are not attached in individual cases in the case of future transactions.
- 1.4 Individual agreements made with the Buyer in individual cases shall in any case take precedence over these GCS. Verbal declarations made before or at the time of conclusion of the contract shall only be binding if confirmed in writing.
- 1.5 The contractual language is German. The German version of the GCS shall prevail in case of questions of interpretation and disputes.

§ 2 Offer and conclusion of contract

- 2.1 Offers of the Seller are subject to change and non-binding, unless they are expressly designated as a binding offer. They only represent an invitation to the Buyer to submit a corresponding offer to the Seller by placing an order. All information about the goods in catalogs and brochures, the presentation of goods on the website and in other promotional media, as well as information to comply with legal requirements, are intended to provide an overview of the goods and will not be the subject of the contract unless expressly agreed.
- 2.2 Orders of the Buyer contain binding offers. The Seller may accept orders within 14 days of their receipt. The acceptance of orders is made by a separate order confirmation of the Seller, the delivery of the ordered goods or the issuance of an invoice.
- 2.3 The time of conclusion of the contract shall be determined by the receipt of the Seller's order confirmation by the Buyer, or, in case of immediate execution of the order, by the delivery of the ordered goods to the Buyer or by the receipt of the invoice issued for this purpose.
- 2.4 If the Buyer has any objections to the content of the order confirmation, he must object to it without delay. Otherwise, the contract shall be concluded in accordance with the terms and contents of the order confirmation.
- 2.5 The Seller shall be entitled to rescind the contract if the Buyer provides incorrect information about his creditworthiness, if the Buyer has stopped his payments, if a written credit report from a bank or credit agency is available which shows that the Buyer is not creditworthy or that his financial circumstances have deteriorated considerably, or if insolvency proceedings have been filed against his assets and the Buyer does not make the payments due within one week after a renewed request for payment. In all other respects, the statutory provisions shall apply.
- 2.6 The Seller may discontinue the sale of individual products at any time for justified reasons, without the Buyer being able to derive any rights or claims against the Seller in the absence of contractual agreement.

§ 3 Quality of goods, manufacturer's data

- 3.1 Customary or insignificant changes of the delivered goods in quality and quantity shall be granted by the Buyer both for serial production and for custom-made products. This applies in particular to excess or short deliveries of up to 5% for each individual item of goods or each delivery batch as well as to deviations in color, material or viscosity, insofar as the usability of the goods is not significantly impaired thereby.
- 3.2 If the contract relates to goods that are subject to further technical development, the Seller shall be entitled to deliver the goods in accordance with the latest state of development, provided that the usability for the contractually agreed purpose or, in the absence of an agreement to this effect, for the usual purpose is not impaired. Likewise, deviations that occur due to legal regulations are permissible. The Buyer is obliged to point out to the seller if his interest is limited exclusively to the type ordered and in no case may deviate from this type.
- 3.3 Illustrations, drawings, dimensions and other quality specifications contained in catalogs, price lists or other printed matter or advertising media are only approximate values customary in the industry. They shall not be deemed to be an assurance of a specific property or guarantee. An assurance or guarantee shall only be accepted if the Seller expressly declares it in writing. The same applies to samples and specimens, which are only approximate illustrations of quality, dimensions and other properties, as well as to other information on dimensions, properties and the intended use of our products.
- 3.4 Representations and information about the products sold by the Seller pursuant to Section 3.3 are only approximately authoritative, unless the quality and usability for a specific purpose is contractually agreed, and do not constitute a quality or durability guarantee of the Seller.
- 3.5 The Buyer is solely responsible for the suitability and safety of the goods for a buyer-specific application. Due to the variety of possible applications, the different requirements and individual conditions of use, the Seller cannot assume any warranty for the suitability of the goods for a Buyer-specific application in deviation from the quality specifications expressly agreed in text form. The Buyer is obliged to check the suitability of the goods for his intended use himself.

§ 4 Prices/ Price adjustment

- 4.1 Unless otherwise agreed, the prices stated in the Seller's order confirmation shall apply. The prices shall apply ex works and only for the scope of performance and delivery specified in the order confirmation. Not included are in particular costs for packaging, freight, insurance, customs, public charges and sales tax.
- 4.2 The statutory value-added tax shall be shown separately in the invoice in the amount applicable on the date of invoicing. In the case of export deliveries, this shall also apply to customs duties and other public charges.

- 4.3 All prices contained in the order confirmation are calculated on the basis of the Seller's purchase prices at the time of preparation of the offer. If, between the conclusion of the contract and the delivery of the ordered goods, cost increases occur which cannot be justified by the Seller and which were unforeseeable at the time of the conclusion of the contract, in particular due to changes in market prices, material and raw material prices or comparable circumstances, which result in the Seller only being able to obtain the goods from its supplier at worse economic conditions than was foreseeable at the time the contract was concluded with the Buyer, the Seller shall be entitled to adjust the prices agreed with the Buyer within the scope of the changed circumstances and without charging any additional profit if the goods are to be delivered more than one month after the conclusion of the contract. If the increase in the purchase price agreed with the Buyer is more than 25%, the Buyer may withdraw from the concluded contract.
- 4.4 If the Seller has to pay new, additional or changed customs duties, levies or comparable costs directly in relation to the Buyer or in relation to the goods even indirectly to its supplier, which were not foreseeable by the Seller in the price calculation in connection with the goods purchased under these GCS when confirming the order to the Buyer, the Seller may, at its option, either:
- adjust the price named in the order confirmation vis-à-vis the Buyer in the amount of the change without charging any additional profit; or
 - cancel the order in the event of an increase in charges and costs which is unreasonable for the Seller, without such cancellation giving rise to any liability on the part of the Seller subject to Clause 13.1.

When adjusting the price in accordance with a), the Seller shall be obliged to take into account cost increases only by applying countervailing cost reductions in customs duties, levies or comparable costs and to balance such cost increases and cost reductions. If the increase of these costs amounts to more than 10 % compared to the purchase price originally agreed with the Buyer, the Buyer may withdraw from the concluded contract.

- 4.5 The Seller shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known to the Seller which are likely to substantially reduce the creditworthiness of the Buyer and which jeopardize the payment of outstanding claims. This shall apply mutatis mutandis if the Buyer refuses or fails to pay outstanding claims of the Seller arising from the business relationship and there are no undisputed or legally established objections to the Seller's claims in this respect.

§ 5 Terms of payment

- 5.1 Unless otherwise agreed in writing, all invoices of the Seller shall be paid immediately without any deduction, free of postage and expenses, to the Seller's account stated on the invoice, at the latest within 14 days after the invoice date. The deduction of a discount is only permissible if expressly agreed in writing.
- 5.2 If the Buyer is in default with a due payment, the Seller shall be entitled to charge interest per invoice from the due date in the amount of 9 percentage points above the respective base interest rate plus a default fee of EUR 40.00, reasonable collection costs and attorney's fees and to make all outstanding invoice amounts due immediately. The assertion of a higher damage caused by default remains reserved.
- 5.3 Bills of exchange and checks shall only be accepted on the basis of an express written agreement and only on account of payment. Discount charges and other bill of exchange and check costs shall be borne by the Buyer. The Seller's rights under § 9 of these GCS shall remain in force until all claims arising from bills of exchange have been satisfied in full.
- 5.4 The Seller shall be entitled to set off payments of the Buyer first against the oldest debt of the Buyer. If costs and interest have been incurred, the Seller shall be entitled to set off the payment against the costs, then against the interest and finally against the principal claim.
- 5.5 If the Buyer does not accept the purchased goods after expiry of a grace period set for him (default in acceptance), the purchase price shall become due upon expiry of this grace period. At the same time, the Seller may demand a lump sum for storage costs from the time of default in acceptance. This shall amount to 0.5% of the purchase price per week or part thereof of the delay in acceptance and shall be limited to 5% of the net purchase price. The parties shall be at liberty to prove that no, lower or higher storage costs were incurred in connection with the non-acceptance of goods. Other claims remain unaffected by this.

§ 6 Set-off, retention, assignment

- 6.1 Counterclaims of the Buyer shall only entitle him to set-off and to assert a right of retention if they have been legally established or are undisputed. This shall not apply to a counterclaim due to a defect which is based on the same contractual relationship as the purchase price claim. In this case, payments may be withheld on account of this defect in reasonable proportion to the defect that has occurred and its subsequent performance.
- 6.2 The assignment of any claims of the Buyer against the Seller arising from the contractual relationship shall require the express written consent of the Seller in order to be effective. The Seller shall refuse its consent only for justified reasons. The Seller is entitled to assign claims and rights against the Buyer to third parties.

§ 7 Delivery, delivery and performance time and partial deliveries

- 7.1 Unless otherwise agreed, deliveries shall be made ex works of the Seller in Gemmrigheim (EXW Incoterms 2020).
- 7.2 Delivery periods and delivery dates stated by the Seller are anticipated, non-binding periods and dates. The Seller shall not be liable for delays in delivery. Delivery periods and dates shall only be binding on the Seller if the Seller has expressly designated or confirmed them as binding in writing. Unless otherwise agreed, deliveries by the Seller shall be deemed to have been made on time if the goods are handed over to a carrier for transport to the Buyer at the Seller's place of business or warehouse, or if the Seller has notified the Buyer that the goods are ready for dispatch after the Buyer has defaulted in accepting the goods.
- 7.3 If a specific delivery period has not been expressly promised by the Seller in writing, delivery shall be made on call of the Buyer, however, no earlier than two weeks after conclusion of the contract. If the acceptance period is not specified, it shall end 9 months after conclusion of the contract; by then the entire goods must have been accepted in full at the latest. Clause 5.1 shall apply accordingly.
- 7.4 Agreed delivery periods shall not commence prior to the complete provision of the documents and releases to be procured by the Buyer and the receipt of an agreed down payment. Compliance with the delivery period or delivery date shall be subject to the timely and proper fulfillment of this and all other obligations of the Buyer. Compliance with agreed delivery periods and delivery dates shall also be subject to timely and proper self-supply of the Seller.
- 7.5 If, for reasons for which the Seller is not responsible, the Seller does not receive deliveries or services from manufacturers, upstream suppliers or subcontractors, or does not receive them correctly or on time, despite proper congruent coverage, or if events of force majeure occur, i.e. impediments to performance through no fault of the Seller, with a duration of more than four weeks, the Seller

shall inform the Buyer in text form in good time. In this case, the Seller shall be entitled to postpone the delivery for the duration of the impediment or to withdraw from the contract in whole or in part due to the part not yet fulfilled, the latter insofar as the Seller has fulfilled its aforementioned duty to inform and the impediment to delivery lasts longer than 2 months. Force majeure shall be deemed to include strikes or lockouts, including at upstream suppliers, official interventions, energy and raw material shortages, transport bottlenecks for which the Seller is not responsible, operational hindrances for which the Seller is not responsible, e.g. due to fire, water and equipment damage, cyber attacks, epidemics or pandemics and all other hindrances which, viewed objectively, were not culpably caused by the Seller.

- 7.6 If a delivery date or a delivery period has been bindingly agreed and if this period or this date is exceeded by more than two months as a result of events in accordance with Section 7.5 above and if the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, the Buyer may withdraw from the unfulfilled part of the contract vis-à-vis the Seller after the fruitless expiry of a reasonable grace period with the threat of rejection. The occurrence of the delay in delivery shall be determined in accordance with the statutory provisions.
- 7.7 Partial deliveries are permissible if the partial delivery is usable for the Buyer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the Buyer does not incur any significant additional expenses or costs as a result.
- 7.8 Blanket orders in which the Buyer orders a certain quantity of goods to be delivered in several partial deliveries over a certain period of time are only possible with a separate agreement and a fixed schedule for the individual deliveries. Unless otherwise agreed, the framework order may not exceed a term of 9 months. In the case of blanket orders, the Buyer shall call off the individual deliveries no later than 6 weeks before the desired delivery date and take delivery of the entire blanket order quantity no later than 9 months after conclusion of the contract.
- 7.9 The Seller shall only be liable in the event of default for which it is responsible and this only up to a maximum amount of 8% of the net order value in relation to the part of the order affected by the default. The liability for intent and gross negligence according to Clause 13.1 shall remain unaffected. In all other respects the liability of the Seller is excluded.

§ 8 Transfer of risk / Shipment

- 8.1 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer upon their handover to the forwarder, carrier or other person designated to carry out the shipment to the Buyer. The seller has thus fulfilled his obligation to deliver. This shall also apply if partial deliveries are made or if a shipment free of freight charges or costs for the Buyer has been agreed upon or if the Seller selects the shipping method, shipping route or shipping person.
- 8.2 If the handover or shipment is delayed due to circumstances for which the Buyer is responsible, the risk shall pass to the Buyer from the day on which the goods are ready for shipment and the Seller has notified the Buyer of this fact.
- 8.3 If the Seller selects the mode of shipment, the shipping route and/or the shipping person, the Seller shall only be liable for intent or gross negligence in the relevant selection of the shipping person.
- 8.4 In case of return of goods by the Buyer, the Buyer bears the risk of damage and accidental loss.

§ 9 Retention of title

- 9.1 The delivered goods remain the property of the Seller until full payment of all claims to which the Seller is entitled against the Buyer from the business relationship. The Buyer is obliged to treat the goods subject to retention of title with care for the duration of the retention of title. In particular, he is obliged to insure them adequately at his own expense against damage by fire, water and theft at replacement value. The Buyer hereby assigns to the Seller all claims for compensation arising from this insurance. The Seller hereby accepts the assignment. If an assignment should not be permissible, the Buyer hereby irrevocably instructs its insurer to make any payments only to the Seller. Further claims of the Seller remain unaffected.
- 9.2 The Buyer is not entitled to pledge the goods subject to retention of title, to assign them by way of security or to make any other dispositions endangering the Seller's title. In the event of seizure or other interventions by third parties, the Buyer shall immediately notify the Seller in writing and provide all necessary information, inform the third party of the Seller's ownership rights and cooperate in the measures taken by the Seller to protect the goods subject to retention of title. The Buyer shall bear all costs for which he is responsible and which have to be incurred in order to cancel the seizure and to recover the goods.
- 9.3 In the event of default in payment by the Buyer, the Seller shall be entitled to rescind the contract without prejudice to its other rights. The Buyer shall immediately grant the Seller or a third party commissioned by the Seller access to the goods subject to retention of title, surrender them and inform the Seller where they are located.
- 9.4 At the Buyer's request, the Seller shall be obliged to release the securities to which it is entitled to the extent that the realizable value of the securities, taking into account customary bank valuation discounts, exceeds the Seller's claims arising from the business relationship with the Buyer by more than 20%. The valuation shall be based on the invoice value of the goods subject to retention of title and on the nominal value of receivables.
- 9.5 In the case of deliveries of goods to other jurisdictions in which the retention of title provision under Clauses 9.1 - 9.6 does not have the same security effect as in the Federal Republic of Germany, the Buyer shall grant the Seller a corresponding security interest. If further declarations or actions are required for this purpose, Buyer shall make such declarations and cooperate in all measures which are necessary and conducive to the effectiveness and enforceability of such security interests.
- 9.6 Insofar as the Seller replaces goods within the scope of the warranty, it is hereby agreed that ownership of the goods concerned shall pass from the Buyer to the Seller as soon as the Seller receives the goods back from the Buyer.

§ 10 Goods returns/redemptions

- 10.1 Goods may be returned by the Buyer only after prior consultation with the seller. In the case of voluntary return of goods, for which there is no legal obligation on the part of the seller, the return may only be made within two weeks of written approval by the Seller and only in unopened and resalable original packaging.
- 10.2 For voluntary returns of goods, which the Seller is not legally obliged to take back, and which the Buyer is responsible for or wishes to take back, the Buyer shall owe a processing and restocking fee of 15% of the net value of the goods, which the Seller reserves the right to assert.
- 10.3 In case of voluntary return of goods, the Buyer bears the freight risk and freight costs for the return shipment.
- 10.4 For goods voluntarily taken back, the Seller shall issue a goods credit note to the Buyer, which can only be offset with a goods delivery claim from a new goods order of the Buyer. For goods older than 4 months, the credited value is reduced by 25%. Cash refunds are excluded.

§ 11 Liability for defects, condition, use and notification of defects

- 11.1 The Seller's liability for defects, if any, shall be based primarily on the agreed quality of the goods upon delivery. Unless otherwise stipulated in these GCS, the statutory provisions shall apply in all other respects. The Seller warrants that the delivered goods have the agreed quality, provided that they are used by the Buyer for their intended purpose or in accordance with their normal use. Annexes, lists and other documents of the Buyer shall not become part of a quality agreement unless the Seller has expressly agreed to their validity.
- 11.2 The delivered goods are intended only for the purposes determined and approved by the Seller, unless the parties have agreed otherwise in writing. The Seller shall not be liable for any expenses and damages resulting from any use deviating from the intended use without prior express written confirmation. The Buyer undertakes to indemnify the Seller against all claims by third parties for personal injury and/or damage to property, insofar as such expenses and damage have arisen in connection with the use of the goods for purposes that have not been approved, prohibited or not in accordance with the intended use without the Seller's prior express consent.
- 11.3 The Buyer's rights in respect of defects presuppose that he has fulfilled his obligations to examine the goods and to give notice of defects. In particular, he must carefully inspect the delivered goods immediately upon receipt within one day of delivery to determine whether they correspond to the ordered goods and quantity and whether there are any recognizable transport damages, documentation defects or other recognizable defects. The Buyer shall notify the Seller in writing of any defects or damage which become apparent during such inspection immediately upon receipt of the goods, stating the specific complaint, damage pattern as well as item number and delivery date. The Buyer shall notify the Seller in writing of hidden defects which cannot be detected during a reasonable inspection of the incoming goods as well as field failures immediately after their discovery, stating the relevant details as per sentence 2 as well as the place and date of their occurrence. The notification shall be deemed to be immediate according to this clause if it is made within 3 working days at the latest, whereby the dispatch of the notification or complaint shall suffice to meet the deadline. If the Buyer fails to duly inspect the goods or to give notice of defects with the above information, the Seller's liability for defects not notified or not notified in time shall be excluded.
- 11.4 The Buyer shall immediately give the Seller the opportunity and the necessary time to examine the defects complained of and any measures already taken in this regard - including by third parties. The Buyer shall immediately present the rejected goods to the Seller or make them available to the Seller and submit complaint and service reports. At the request of the Seller, the Buyer shall be obliged to have the quality of the goods and the complaints made recorded by a neutral expert or to give the Seller or his sub-supplier the opportunity to check the identity and quality of the goods complained about on site.
- 11.5 In order to maintain the perfect condition and usability of the goods, the following specifications must be observed:
- PE films are sensitive to sunlight and heat generation; they should therefore be stored protected from light and heat.
 - PE films are sensitive to high and low temperatures. Storage temperatures must be frost-free and must not exceed 30°C.
 - Vapor barrier films must be acclimatized 24 hours before processing in the construction project (to prevent condensation).
- Improper storage of the goods by the Buyer after delivery shall exclude the Seller's liability for defects. Claims from § 13 of the GCS remain unaffected.

§ 12 Claims for defects

- 12.1 In the event of defects in the goods existing at the time of the transfer of risk, the Buyer shall first have the right to subsequent performance by rectification of the defect or replacement delivery of defect-free goods at the Seller's discretion within a reasonable period of time. The right of the Seller to refuse subsequent performance under the statutory conditions shall remain unaffected. If the Seller is not willing or able to provide subsequent performance after a reasonable period of time, the Buyer may, at its option, withdraw from the contract or reduce the purchase price. The same shall apply if subsequent performance is unreasonable for the Seller. In the event of an insignificant defect, the Buyer shall have no right to rescind the contract.
- 12.2 The Seller shall be entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. The Buyer shall have the right to retain a reasonable part of the purchase price in relation to the defect.
- 12.3 The Seller shall bear the expenses necessary for the purpose of subsequent performance, such as transport, travel, labor and material costs, if it turns out that a defect existed at the time of the passing of risk, but not for that part of the expenses which increased due to the fact that the goods were taken by the Buyer to a place other than the Buyer's delivery address, unless the goods were by their nature intended for a change of location. These as well as removal and installation costs associated with the supplementary performance of the goods processed by the Buyer or attached to another object shall be excluded if the goods were not handled, stored or used by the Buyer as intended or improperly. The necessary expenses expressly do not include the Buyer's own expenses, damages that are not necessary for subsequent performance and do not contribute to it, as well as loss of use damages and frustrated expenses.
- 12.4 If the Seller is not responsible for the delivery of defective goods, the Buyer may demand reimbursement of its expenses for removal and installation costs required for subsequent performance only to a proportionate extent up to a maximum of twice the net order value as subsequent performance. If the Seller is responsible for the defective delivery, the Buyer may demand full reimbursement of the necessary removal and installation costs under the conditions set out in Clause 13.1. Otherwise, no-fault claims for supplementary performance and claims under a right of recourse for payment of removal and installation costs due to defective goods shall be excluded.
- 12.5 The warranty claims of the Buyer shall lapse if the Buyer attempts to repair the goods itself or has them repaired or modified by third parties without the prior consent of the Seller, if this makes it impossible or unreasonably difficult to remedy the defect.
- 12.6 Claims for reimbursement of expenses instead of damages in lieu of performance shall be excluded unless they were necessary or a reasonable third party would have incurred the expenses, which the Buyer must demonstrate and prove.
- 12.7 If, as a result of a defect in the goods delivered by the seller, the Buyer had to take them back from a customer, accept a reduction in the purchase price or pay damages or reimbursement of expenses to his customer, the rights against the Seller described in § 437 BGB and §§ 445a, b BGB, because of the defect asserted by the Buyer's customer, require the setting of a deadline for subsequent performance against the Seller.
- 12.8 The limitation period for claims for defects of the Buyer is one year. If the goods have been used for a building in accordance with their intended use, the statutory limitation provisions shall apply. The limitation period for warranty claims begins with the delivery of the goods to the Buyer. For all other claims, including claims in tort, the limitation period shall commence upon the Buyer's knowledge or grossly negligent lack of knowledge of the circumstances giving rise to the claim and the person of the debtor. The unlimited liability of the Seller for damages arising from breach of warranty or from injury to life, limb or health, for intent and gross

negligence and for product defects under the Product Liability Act shall remain unaffected; for these, the statutory limitation periods shall apply exclusively.

- 12.9 The statute of limitations for claims within a supply chain in accordance with § 445a of the German Civil Code (BGB) shall commence two months after the time at which the Buyer fulfills the claims of its customer. This suspension of the statute of limitations shall end no later than two years after the point in time at which the Seller has delivered the goods concerned to the Buyer. In all other respects, the statutory provisions on supplier recourse shall apply.
- 12.10 A statement by the Seller to the Buyer regarding a notice of defect shall not be deemed to be an acknowledgement of a defect or entry into negotiations regarding a claim or the circumstances giving rise to a claim, unless negotiations are expressly entered into. This shall also apply to the involvement of third parties if the Seller has rejected any claims.
- 12.11 The place of performance for subsequent performance and rectification is the registered office of the Seller. The Seller shall also be entitled to subsequent performance and rectification at the Buyer's registered office.

§ 13 Compensation for damages

- 13.1 The Seller shall be liable without limitation for damages arising from the breach of a warranty or from injury to life, limb or health. The same shall apply to intent and gross negligence, to mandatory statutory liability under the Product Liability Act and to liability for fraudulent concealment of defects. In the case of simple negligence, the Seller shall only be liable for damages in the event of a breach of a material contractual obligation which arises from the nature of the contract, the fulfillment of which is a prerequisite for the proper performance of the contract and on which the Buyer may regularly rely. Such essential contractual obligations of the Seller are in particular his main performance obligations, such as the defect-free delivery of the goods. In case of negligent breach of essential contractual obligations as well as in case of default and impossibility, the Seller's liability shall be limited to the foreseeable, typically occurring damage up to a maximum amount of EUR 50,000. Unless otherwise stipulated above, the liability of the Seller is otherwise excluded.
- 13.2 The Seller's right to claim damages shall be governed by the statutory provisions, unless otherwise stipulated in the GCS. If the Seller claims damages for non-performance and the object of sale has still been delivered by him or is taken back by him, he shall be entitled to a lump sum of 15% of the net purchase price as damages without any special proof. If the Seller proves that he has incurred further damage, he may also demand compensation for such damage. The buyer reserves the right to prove a lesser damage.

§ 14 Product liability

- 14.1 The Buyer shall not modify the goods without the prior consent of the Seller, in particular the Buyer shall not modify or remove existing warnings about dangers in case of improper use of the goods. In the event of a breach of this obligation, the Buyer shall indemnify the Seller internally against product liability claims of third parties, insofar as the Buyer is responsible for the defect giving rise to liability.
- 14.2 If Seller is required to issue a product recall or product warning due to a product defect in the Goods, Buyer shall assist Seller and take all reasonable actions directed by Seller. To this end, Buyer shall provide Seller with all documentation relating to the production, delivery and complaint of the Goods. The Buyer shall be obligated to bear the costs of the product recall or product warning insofar as the Buyer is responsible for the product defect and the damage incurred. Further claims of the Seller remain unaffected.
- 14.3 The Buyer shall immediately inform the Seller in writing of any risks in the use of the Goods and possible product defects or product failures of which it becomes aware in each individual case.

§ 15 Data protection/ privacy

Personal data of the Buyer shall be processed exclusively for the performance of the contract to which the Buyer is a party as data subject or for the performance of necessary pre-contractual measures which are taken at the request of the Buyer. The legal basis for the processing is Art. 6(1)(b) of the General Data Protection Regulation (DSGVO). Notwithstanding any statutory retention periods, this data will be deleted after termination of the contract. The person responsible for this is Mr. Maximilian Hoyer, Niedere Klinge 15, 74376 Gemmrigheim, phone: +49 (0)7143 8448-0, fax +49 (0)7143 8448-88, email: datenschutz@hammerl.de.

§ 16 Disposal

- 16.1 To the extent required by law, the Buyer shall be obliged to dispose of the products covered by the Packaging Act on its own responsibility in accordance with all statutory provisions. The Buyer shall assume all related payment and notification obligations to the extent legally possible and shall impose the above obligations on its customers accordingly.
- 16.2 If the delivery is made with returnable packaging, such as Euro pallets or skeleton containers, these are to be returned by the Buyer free of charge via the carrier in the exchange procedure. All other packaging is disposable packaging (transport packaging), which must not be returned to the Seller and must be disposed of by the Buyer at his own expense.

§ 17 Final provisions

- 17.1 The transfer of rights and obligations of the Buyer to third parties is effective against the Seller only with the written consent of the Seller.
- 17.2 The place of performance for the contractual obligations is the registered office of the Seller.
- 17.3 The place of jurisdiction for all disputes arising from the contractual relationship shall be the Seller's place of business. The Seller shall also be entitled to bring an action at the Buyer's place of business as well as at any other admissible place of jurisdiction. Furthermore, the Seller shall have the right to call upon the arbitration court at the Chamber of Industry and Commerce (IHK) Stuttgart as plaintiff. In this case, the arbitration court shall finally decide the legal dispute in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V.). (DIS) under exclusion of the ordinary legal process. The initiation of the judicial dunning procedure by the Seller does not yet constitute an exercise of the right of choice.
- 17.4 The contractual relationship, including its interpretation and performance, shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.5 Should any provision of these GCS be or become invalid or unenforceable in whole or in part, or should there be a gap in these GCS, this shall not affect the validity of the remaining provisions. In their place, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed agreed; the same shall apply insofar as a matter requiring regulation is not expressly regulated.