



ZSCHIMMER & SCHWARZ

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY ZSCHIMMER & SCHWARZ

1. GENERAL PROVISIONS

1.1 Unless otherwise agreed in writing, all sales and deliveries made by Zschimmer & Schwarz France 15 rue de Paris Saint Mandé 94000 France, or by any company in which Zschimmer & Schwarz France S.A.S holds the majority of the ownership rights or any company that holds the majority of the ownership rights in Zschimmer & Schwarz France S.A.S (hereinafter referred to as "ZSF") to any of its customers (hereinafter referred to as "Buyer") will be exclusively governed by these General Terms and Conditions of Sale and Delivery ("T&Cs"). Any other deviating, contradictory or additional provisions, in particular the Buyer's general terms and conditions, shall not apply, even if ZSF has not explicitly rejected these conditions. These GTC shall apply exclusively, even if ZSF delivers products and/or services without reservation and is aware of the existence of deviating, contradictory and/or additional terms and conditions.

1.2 The individual agreements between ZSF and the Purchaser shall prevail. Amendments, additions or cancellations to these agreements must be in writing to be valid. The same applies to the waiver of the requirement of written form.

2. OFFERS, PURCHASE ORDERS

2.1 Offers made by ZSF are always considered non-binding, unless they are expressly marked as binding.

2.2 Purchase orders from the Buyer shall only become binding on ZSF upon written acceptance or delivery of the goods. ZSF may accept purchase orders from Buyer within one (1) week of receipt.

3. DELIVERY, RECEIPT

3.1 Unless otherwise agreed, deliveries are made DAP (Incoterms 2020).

3.2 The delivery times and dates specified by ZSF are non-binding, unless binding deadlines or dates have been expressly agreed in individual cases. In the event of non-binding delivery times or dates, ZSF shall be late in delivery only if a reasonable period of time (at least four weeks after the expiry of the non-binding delivery time or date) set in writing by the Buyer expires without success.

3.3 If ZSF is unable to meet the binding delivery dates for reasons beyond its control (unavailability of the service), ZSF will inform the Buyer of this situation and the new scheduled delivery date without delay. The service shall be deemed unavailable without any fault of ZSF, in particular in the following cases: (i) If ZSF's own suppliers do not deliver to ZSF on time, through no fault of ZSF or its supplier; (ii) If the delay in delivery is due to the Buyer's failure to perform its own obligations, or is otherwise liable for such delay; (iii) In the event of detention of goods by ZSF in accordance with Article 7 of these GTC; (iv) as well as in all cases of force majeure in accordance with Article 11 of these T&Cs.

3.4 ZSF is entitled to make partial deliveries, provided that the acceptance of such partial deliveries is reasonable for the Buyer and, in particular, if delivery of the remaining ordered goods is assured and no significant additional expenses or costs result therefrom for the Buyer (unless ZSF agrees to bear such costs). Each partial delivery can be invoiced separately.

3.5 The Buyer will be in default of acceptance if it does not take delivery of the goods by the binding delivery date. In the event of non-binding delivery times or dates, ZSF may notify the Buyer when the goods are ready for collection by the Buyer within a specified period (at least four (4) weeks). The Buyer will be in default of acceptance if it does not collect the goods within this period.

3.6 If the Buyer is late in acceptance, or if delivery is delayed for other reasons attributable to the Buyer, ZSF may claim compensation for the resulting damages, including additional costs (e.g. storage costs). To this end, ZSF will charge a lump sum compensation of 0.1% of the invoiced amount for the stored goods per calendar day, from the delivery deadline or, in the absence of a delivery deadline, from the notification that the

goods are ready for collection/acceptance. However, the Buyer will be charged a maximum of 1% of the invoiced amount for goods stored per calendar month and 10% of the invoiced amount for goods stored in case of final non-acceptance. The Buyer's right to prove that the damage suffered is less intact. ZSF reserves the right to prove greater damages. However, ZSF may find other means of disposing of the goods if two attempts to deliver them to the Buyer fail.

3.7 In the event of a shortage of supply, ZSF may allocate the Goods in such manner and in such quantity as it deems fair and reasonable, without any obligation to procure substitute or similar goods from other sources. In the event of a supply shortage, ZSF shall have the right to meet its own needs and those of its parent companies, subsidiaries and affiliates as a matter of priority. ZSF will endeavour, but is not obliged to, to inform of any shortages by issuing a notice of allocation, which may include a distribution of goods and/or ceilings.

3.8 Any claim by the Buyer based on a delay in delivery attributable to ZSF shall be governed by the applicable legal provisions. However, the condition precedent to any claim by the Buyer shall in any event be that the Buyer sends a written reminder regarding the unfulfilled delivery and that it grants ZSF a reasonable grace period to perform the service.

4. PRICES, PRICE ADJUSTMENTS

4.1 Unless otherwise agreed, the current price applied will be the one on the delivery date desired by the buyer. Any applicable sales tax will be calculated separately at the legal rate in effect at that time and will be paid by Buyer.

4.2 ZSF reserves the right to make price adjustments. If, after the conclusion of the contract, costs increase due to factors beyond the control of ZSF, including wage agreements, variations in raw materials, currency fluctuations and/or similar taxes, tariffs, fees, duties or charges, ZSF will communicate the reasons for such price adjustments at the request of the customer.

5. PAYMENT, PAYMENT METHODS

5.1 Unless otherwise agreed, invoices must be paid within 30 days net of the invoice date, without discount, and are payable by bank transfer to one of the accounts specified by ZSF. Unless otherwise agreed, payments must be made in euro. The place of performance will be the registered office of ZSF.

5.2 Unless otherwise agreed, all new buyers must pay at the time of order (Pro-Forma Invoice) to initiate delivery.

5.3 If the Buyer exceeds the payment deadline, it will be in arrears without further reminder. The timeliness of the payment will be determined by the date on which the invoiced amount is received in the specified account.

5.4 In the event of late payment, the Buyer shall pay (i) interest on the overdue amount at the rate of three times the legal interest rate applied by the European Central Bank to its last refinancing transaction plus 10 percentage points, and (ii) a lump sum compensation for recovery costs amounting to EUR 40 per overdue invoice. This interest will be calculated daily from the due date until the actual payment of the overdue amount, before or after judgment.

5.5 In addition, ZSF shall be entitled to (i) claim any damages caused by the delay that exceed those mentioned above, (ii) agree on new payment terms for future deliveries and services, (iii) require guarantees for future deliveries, (iv) refuse any future performance as long as the Buyer is late. Unless a fixed payment date has been agreed, ZSF shall also be entitled to receive default interest in the amount of five percent (5%) of the amount due. The right to claim additional damages remains intact.

5.6 If the Buyer is in arrears with payment of at least two invoices arising from the business relationship with ZSF, all outstanding payment obligations arising from all business relationships with ZSF shall become due immediately.



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6. RETENTION OF TITLE

6.1 ZSF shall retain legal ownership of the delivered goods until full payment of all sums due under the business relationship. In the event of a current account relationship, ZSF will retain legal ownership of the delivered goods until full payment of all approved balances ("Retention of Title"). The Buyer will, however, be allowed to process the goods and/or sell (the processed goods) in the course of its normal business activity.

6.2 The Purchaser hereby assigns to ZSF all claims arising from the resale of the goods delivered under retention of title. ZSF accepts this assignment.

6.3 In the event of a breach of contract by the Buyer, in particular in the event of late payment, ZSF shall be entitled to take back the goods delivered subject to retention of title ("Reserved Goods"). In the event of late payment, ZSF will not be obliged to set a deadline for receiving payment. ZSF shall send a notice (by letter with acknowledgement of receipt and/or electronically) to the Buyer in order to arrange for the collection of the Goods reserved by ZSF and to request access to the Buyer's premises and warehouses for this purpose. If the Buyer does not give its corresponding agreement to ZSF and/or if the parties are unable to agree on the terms and conditions for the collection of the Goods reserved by ZSF within 8 working days of receipt of this notification by the Buyer, ZSF may refer the matter to the judge hearing the application for interim relief to take back the reserved Goods. ZSF's other claims and legal actions will remain unaffected.

6.4 Once the Reserved Goods have been collected, ZSF shall be entitled to make adequate use of the Goods, provided that the Buyer has been informed in advance with reasonable notice. The proceeds of such use will be charged against the Buyer's debts, less reasonable costs of use.

6.5 The Buyer may not sell, pledge or transfer title to the title for the purpose of obtaining or providing any security or security interest without the prior approval of ZSF. In the event of seizure or confiscation of the Reserved Goods by a third party, the Buyer shall refer to ZSF's ownership of the reserved Goods and immediately notify ZSF.

6.6 The Purchaser undertakes to handle the booked Goods with care and to take out adequate insurance covering their replacement value against damage caused by fire, water, snow/hail, faulty workmanship, sprinkler leaks and natural hazards.

7. RETENTION OF DELIVERIES

7.1 If, after the conclusion of a contract with the Buyer, it appears that the Buyer may not be able to fulfil its contractual obligations due to its financial situation (in particular in the event of cessation of payment, attachment or enforcement measures, protest of cheques and drafts, rejection of direct debits, also involving third parties), ZSF shall be entitled to withhold deliveries until the purchase price is paid in advance or an adequate guarantee in favour of ZSF has been provided. The same shall apply if reasonable doubts exist regarding the creditworthiness of the Buyer or its ability to pay in lieu of the Buyer's existing late payments.

7.2 In addition, in the cases listed in section 7.1, ZSF shall be entitled to withhold deliveries until all outstanding debts of the Buyer have been paid in full or an adequate guarantee in favour of ZSF has been provided.

7.3 If a current account relationship exists in the context of the business relationship, ZSF shall, in the cases listed in section 7.1, be entitled to withhold deliveries until all payments in respect of the approved balances have been received or an adequate guarantee in favour of ZSF has been provided.

7.4 If the Buyer fails to provide the advance payment or security in accordance with section 7.1 within two weeks after notice from ZSF that deliveries are being withheld in accordance with section 7.3, ZSF shall be entitled to terminate the relevant individual contract or, if the contract

includes the performance of a continuing obligation (e.g., a Master Supply Agreement), to terminate such a contract without notice.

8. QUALITY OF GOODS, INFORMATION AND USE, WARRANTIES

8.1 ZSF only warrants that the specifications of the goods delivered will, upon delivery, be within the upper and lower limits of the specifications and/or technical data set out in the data sheets available for each product and as set out in the certificate of analysis and/or certificate of inspection, if any. It is the responsibility of the Buyer to verify that the goods are suitable for the desired uses. ZSF personnel may advise and/or provide information on the use and/or application of the goods; however, this information is provided for informational purposes only and should be evaluated and verified by the Buyer. ZSF is a supplier of raw materials only and, as such, does not offer consulting or professional services.

8.2 The information provided by ZSF in writing, orally or in any other form regarding suitability, including application, processing or other use, as well as the technical support offered, is provided to the best of ZSF's knowledge; however, all of the foregoing will be considered non-binding information. This information does not exempt the Buyer from the obligation to verify for itself the suitability of the goods delivered by ZSF for the intended uses. The application, processing and other use of the goods are beyond the control of ZSF and are therefore the responsibility of the Buyer.

8.3 Warranties relating to the characteristics of the goods, in particular guarantees of quality, shall be binding on ZSF only to the extent that (i) they are included in an offer or order confirmation, (ii) they are expressly designated as a "warranty" or "warranty of quality", (iii) ZSF's obligations under this warranty are expressly specified, and (iv) they are in writing.

8.4 Notwithstanding paragraph 8.3 above, ZSF expressly disclaims any warranty or obligation related to quality assurance or specific quality warranties, including those contained in Buyer's documents, such as supplier manuals and other "qualification" or "integration" documents, unless signed by two (2) ZSF authorized signatories.

9. WARRANTY RIGHTS

9.1 Buyer shall do all that is necessary or desirable to preserve the non-conforming goods for inspection and testing, to prevent damage to the non-conforming goods, to cooperate with ZSF in the enforcement of the remedies provided for in this contract, and to protect the non-conforming goods until ZSF has agreed to their disposal or assumption. Upon delivery of the goods, the Buyer shall, to the extent practicable in the course of its normal business activity, immediately inspect the goods and, if a defect becomes apparent, inform ZSF without delay (at the latest within one week of delivery). If the Buyer does not inspect the goods and/or inform ZSF in accordance with this practice, the goods will be deemed to have been accepted, unless the defect was not recognizable during the inspection. If such a defect is discovered later, the notification must be made immediately after its discovery (no later than within one week of the discovery); otherwise, the goods shall be deemed to have been approved also with respect to such defect.

9.2 Notification of defects must be made in writing and specify the defect. Defective goods must be made available to ZSF for inspection upon request.

9.3 In the event of a defect, ZSF, at its sole discretion, will either eliminate the defect giving rise to warranty rights or replace the non-conforming goods with goods that conform to the specifications at the Buyer's original delivery point. If ZSF chooses to eliminate the defect, the remaining legal period starts again from the date on which the rectified goods are returned. The same applies to the delivery of new products.

9.4 If the first attempt to rectify defects in accordance with section 9.2 fails, the Purchaser shall be entitled to withdraw from the contract. The Buyer's legal rights to terminate the order in accordance with the



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statutory provisions or to claim damages, subject to the limitations set forth in Section 10, remain unaffected.

9.5 Any other claims for defects, regardless of the type of claim, are excluded, which means that, to the maximum extent permitted by applicable law, Buyer hereby waives the benefit of any warranty generally available to Buyers under applicable law, including the "Warranty for Latent Defects" and the "Warranty of Conformity".

9.6 The Buyer shall bear any reasonable costs resulting from an unjustified enforcement of warranty rights (e.g. the product was not defective); the same applies if ZSF wrongly grants warranty rights without being obliged to do so.

9.7 The warranty period will be linked to the lifetime of the product from delivery. However, this limitation will not apply (i) if a defect has been fraudulently concealed or (ii) if a warranty of quality of the goods has been provided (in which case the warranty provision or limitation period provided in the warranty will apply). With respect to claims for damages, this limitation shall not apply in the following cases: (i) personal injury or damage to health, (ii) wilful misconduct (wilful deception), (iii) gross negligence or gross negligence on the part of ZSF's management or executive staff.

9.8 The Buyer shall do all that is necessary and reasonable to preserve the defective goods for inspection and testing, to prevent damage to the defective goods, and to protect the defective goods until such time as ZSF has agreed to their disposal or assumption.

10. LIABILITY

10.1 ZSF shall be liable to the Purchaser for damages in accordance with the legal requirements. However, ZSF will only be liable in the event of intentional action or gross negligence. ZSF's liability for compensation for damages and/or reimbursement of expenses arising out of and/or in connection with this Agreement is further limited to the amount of the invoiced value of the goods for which the damage is claimed ("Maximum Liability Amount"). Any claim that may give rise to, among other things, penalties, liquidated damages, price reductions, performance penalties, or any other claim for damages for defects or defects will be subject to the Maximum Liability Amount set forth above. Any claim by Buyer to the Maximum Amount of Liability shall be set off in the order in which they arose; however, such claims will be set off before all others regarding the defect.

10.2 ZSF shall be obliged to compensate only typical, foreseeable, and only direct damages. ZSF shall, in particular, not be liable to compensate for indirect damages and/or damages of a non-pecuniary nature, such as, for example, consequential damages caused by defects, loss of profit, loss of business opportunities, or loss of or damage to the reputation or brand of the Buyer, claims of third parties, and administrative fines or monetary penalties.

10.3 The limitation of liability provided for in Sections 10.1 and 10.2 shall not apply in cases (i) where ZSF is liable under the mandatory provisions of the Product Liability Act, (ii) fraudulently concealed defects, (iii) fraud or gross negligence ("gross negligence"), (iv) defects for which a warranty of quality has been provided, or (v) resulting from injury to life, body or health.

10.4 The above limitation of liability shall also apply to the benefit of ZSF's management, agents, officers, employees or representatives.

11. FORCE MAJEURE

11.1 If an event beyond the reasonable control of ZSF prevents or restricts ZSF from performing all or part of its contractual obligations, including, without limitation, strikes, industrial disputes, lockouts, fires, explosions,

floods, bad weather, epidemics, pandemics or quarantines, orders of governments or authorities, sanctions, any embargoes, export and import restrictions (including those of the European Union and the United States of America), general shortages of raw materials for the product (including energy), war or terrorism, shortage and/or cessation of gas (collectively "Force Majeure"), ZSF shall be released from such obligations for the period that such Force Majeure and its consequences persist. ZSF shall not be liable for any delay in the performance of its obligations released hereunder, nor for any loss or damage, whether direct, general, special or consequential, which Buyer may suffer as a result of or resulting from such delay. ZSF will inform Buyer without undue delay of the occurrence and expected duration of such Force Majeure (the "Delay") by email or telephone. If the Force Majeure lasts for 6 (six) months or more (from the date of the notice), the parties shall be entitled to terminate the order.

12. COMPLIANCE WITH APPLICABLE REGULATIONS AND EMBARGOES

12.1 The Buyer shall comply with all existing licenses and authorizations in respect of the goods as well as all applicable laws and regulations, sanctions, embargoes and (re)export control requirements, including, in any event, those of the European Union, the United States of America as well as any applicable local jurisdiction (collectively "Applicable Regulations"). The Buyer shall obtain all required licenses and authorizations in due course as well as all other necessary permissions in accordance with the Applicable Regulations for the use and export of the goods.

12.2 Prior to any transaction by the Buyer in relation to the Goods (including related services), the Buyer shall ensure that (i) the use, sale, supply, transfer, distribution, export or re-export of such Goods or the provision of technical or financial assistance in relation to the Goods will not be in breach or circumvention (e.g., for misuses) of the Applicable Regulations, (ii) the goods are not intended or supplied for any prohibited or unauthorized purpose (e.g., military use, weapons, nuclear technology, weapons), and (iii) Buyer will not, directly or indirectly, make available funds or economic resources to (designated) parties listed under the Applicable Regulations.

12.3 At ZSF's request, the Buyer shall promptly provide ZSF with all information regarding the end user, the final destination and the intended use of the goods.

12.4 The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus, any goods (including the relevant documentation) subject to any restrictions related to the goods as specified in the Applicable Regulations.

12.5 Buyer will (i) use its best efforts to ensure that the purpose of Section 12.4 is not circumvented by any of its downstream business partners (including resellers), (ii) will establish and maintain an adequate monitoring mechanism to detect any conduct (which may thwart the purpose of section 12.4) by any of its downstream business partners, including Resellers), and (iii) notify ZSF, without undue delay, of any problems in the application of Sections 12.4 or 12.5, including any relevant third-party activities that may frustrate the purpose of Section 12.4, and promptly provide ZSF with all relevant information.

12.6 In the event of a breach of this Section 12 by the Buyer, ZSF shall be entitled to (i) terminate the relevant contract for cause, (ii) claim liquidated damages in an amount equal to the price of the (re)exported goods or 10% of the total value of the relevant contract, whichever is greater, and (iii) claim compensation or compensation for any claim, proceedings, actions, damages, fines, and costs (including attorneys' fees and costs) related in any way to Buyer's failure to comply with this Section 12, including Buyer's and its downstream business partners' (alleged) violation of any Applicable Regulations.

12.7 ZSF shall not be liable to perform the relevant contract if such performance is affected, or is likely to be affected, by obstacles arising



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from national or international trade or customs restrictions, or from any embargo or other sanction, including, without limitation, embargoes or other sanctions imposed by the Applicable Regulations, which, in ZSF's sole judgment, could expose ZSF to sanctions, penalties or other actions by governmental authorities.

13. SET-OFF AND RIGHT OF RETENTION

The Buyer shall not be entitled to set off against or exercise its right of retention due to disputed counter-claims or not yet deemed legally binding. In addition, the Buyer shall not be entitled to exercise its right of retention to the extent that counter-claims are not based on the same contractual relationship.

14. ASSIGNMENTS

The Buyer shall not be entitled to assign, in whole or in part, any of its rights and obligations arising from an agreement between ZSF and the Buyer and/or in connection with the deliveries without the prior written approval of ZSF. ZSF shall be entitled to assign its rights and obligations arising from the supply of goods to companies which directly or indirectly control ZSF or are controlled by ZSF by holding the majority of the ownership rights in ZSF.

15. APPLICABLE LAW, COMPETENT COURT, MISCELLANEOUS

15.1 All legal relations between ZSF and the Buyer shall be governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Unless otherwise agreed between the parties, the French courts within the jurisdiction of the Court of Appeal of Créteil, France, shall have exclusive jurisdiction over all disputes arising out of or in connection with a delivery. ZSF shall be entitled to take legal action against the Buyer at the Buyer's registered office.

15.3 If individual provisions of these GTC are or become null and void, the validity of the remaining provisions shall remain unaffected.
