

General Terms and Conditions of Sale and Delivery

GTV Verschleißschutz GmbH, Gewerbegebiet, Vor der Neuwiese 7, D-57629 Luckenbach

I. General information

The following General Terms and Conditions of Sale and Delivery shall form part of the content of the purchase agreement. Any amendments to these terms and conditions must be made in writing. Any terms and conditions of purchase of the Buyer that conflict with or deviate from these General Terms and Conditions of Sale and Delivery shall not be deemed valid unless explicitly accepted in writing by the company GTV GmbH, hereinafter referred to as the "Seller", in individual cases. Verbal agreements shall always require our written confirmation.

In the case of statutory wage increases or raw material price increases, we are entitled to charge the Buyer for the additional costs incurred as a result of such increases beyond the amounts specified in the agreement.

II. Prices

The Buyer shall be charged the prices specified by the Seller that are valid at the time of the delivery plus applicable value-added tax.

All prices shall apply to delivery ex works from our site in the German village of Luckenbach.

The delivered goods shall be weighed at the shipping point in order to ascertain the weight of the goods that will form the basis of the price calculation. Excess weight or underweight goods shall not entitle the Buyer to make a complaint or demand price reductions.

III. Terms and Conditions of Payment and Payment Transactions

Our invoices for materials and spare parts must be paid:

as a net payment within 30 days.

Invoices for installation work and hired labour must be paid immediately as a net payment.

Value-added tax must be added to payment instalments and advance payments.

Unless agreed otherwise, the following terms and conditions of payment shall apply to our equipment invoices:

30% due upon receipt of order confirmation

60% due upon delivery or readiness for shipment

10% due 30 days after acceptance, but 30 days after delivery at the latest

In the case that the Buyer exceeds these payment deadlines, the Buyer shall be deemed in default of payment with no prior payment reminder. If the Buyer is in default of payment, he/she shall be charged interest on arrears amounting to 5% more than the applicable bank discount. The Seller shall reserve the right to assert a claim for damages exceeding this amount.

We are not obliged to accept bills of exchange.

If the Buyer's ability to meet financial obligations worsens or we receive negative information concerning the Buyer's solvency, we shall be entitled to demand advance payments or sufficient surety for the invoice amounts and to immediately withdraw all current acceptances, bills of exchange and cheques and charge the Buyer for the costs involved in these processes, even after the conclusion of the business transaction. We shall not be obliged to justify our demand. The Buyer is not permitted to withhold payments due to any rights to which he/she is entitled or to offset any possible counterclaims against payments.

The Buyer must check the invoice within 10 days of receiving it. The invoice shall be deemed to be accepted if the Buyer does not object to it during this period.

IV. Delivery, Shipment and Transfer of Risk

The agreed delivery time is only approximate and non-binding. The delivery of goods shall be subject to prior sale. The delivery date shall be the day on which the goods leave the factory or warehouse or the day on which the goods are delivered to the Buyer.

In the case of events that significantly hinder the production or delivery of goods or make the production or delivery of goods impossible and for which we are not responsible, we shall be entitled to withdraw from the agreement or to postpone the delivery until the events hindering the delivery have been rectified.

The same shall apply if such hindrances or complications cause us to incur significant costs that are, in good faith, no longer considered to be reasonable. The use of the term "hindrances" as referred to above particularly covers the following events: official measures, raw material shortages and production and transportation difficulties. We shall also be entitled to withdraw from the agreement in the case of significant changes to the Buyer's business circumstances.

Customary clauses concerning deliveries of goods must be specified in accordance with the Incoterms that are valid at the time in question. The Seller shall reserve the right to select the shipment route and mode of shipment. The Buyer shall be charged for any additional costs incurred as a result of special shipment requests made by the Buyer.

The Seller shall normally deliver goods ex works. The Buyer shall cover all other charges, taxes, customs and costs connected to the purchase agreement. The risk of destruction or loss of or damage to the goods shall be transferred to the Buyer when the goods are dispatched and/or prepared for shipment.

Packaging costs shall be invoiced at cost price.

V. Export Control Compliance

General

Customer shall comply with all applicable sanctions, embargoes and (re-) export control regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction(s) (collectively "Export Regulations").

Checks

Prior to any transfer of products (including corresponding documentation, all kinds of technical support and/or technology) to a third party, customer shall check and warrant by appropriate measures that

(i) there will be no infringement of an embargo imposed by the European Union, the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning products or by provision of other economic resources in connection with products, also taking into account any prohibitions to circumvent these embargos (e.g., by undue diversion);

(ii) such products are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization has been obtained;

(iii) the regulations of all applicable sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered; and

(iv) products within the scope of the respective annexes to EU regulations Nos. 833/2014 and 765/2006 as well as of Annex I to EU Regulation No. 2021/821 (in their current versions, respectively), will not, unless permitted by European Union law, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such products to Russia or Belarus.

NO-RUSSIA CLAUSE:

(1) The [importer/buyer/end-user] shall not, directly or indirectly, sell, export or re-export to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The [importer/buyer/end-user] shall use its best endeavours to ensure that the purpose of paragraph 1 is not frustrated by third parties further down the chain of trade, including potential resellers.

(3) The [importer/buyer/end-user] shall establish and maintain an adequate monitoring mechanism to detect behaviour by third parties in the chain of commerce, including potential resellers, that would defeat the purpose of paragraph 1.

(4) Any breach of paragraphs (1), (2) or (3) shall constitute a material breach of a material element of this Agreement and the [exporter/seller] shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty equal to 50% of the total value of this Agreement or the price of the exported goods, whichever is greater.

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(5) The [importer/buyer] shall promptly notify the [exporter/seller] of any problems in the application of paragraphs 1, 2 or 3, including any relevant third party activity that could frustrate the purpose of paragraph 1. The [importer/buyer] shall provide the [exporter/seller] with information on compliance with the obligations set out in paragraphs 1, 2 and 3 within two weeks of the simple request for such information.

Non-Acceptable Use of Software and Cloud Services

Customer shall not, unless permitted by the export regulations or respective governmental licenses or approvals, (i) download, install, access or use the software, cloud services and/or documentation from or in any location prohibited by or subject to comprehensive sanctions or to license requirements according to the export regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the software, cloud services and/or documentation to any individual or entity designated on a sanctioned party list of the Export Regulations; (iii) use the software, cloud services and/or documentation for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to a cloud services platform any content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); (v) facilitate any of the aforementioned activities by any individual or entity to whom customer grants access, transfers or otherwise makes available the software or cloud services and/or documentation (collectively "User(s)").

Responsibility for User(s)

Customer shall provide any user(s) with all information necessary to ensure compliance with the Export Regulations. Customer shall (i) be responsible for the use of cloud services by any User; (ii) procure to pass on all of customer's obligations under this article to each user; (iii) ensure that all users comply with customer's obligations under this article. Should customer become aware of any violation of its obligations under this article, customer shall immediately terminate the relevant user's access to the cloud services.

Information

Upon request by GTV, customer shall promptly provide GTV with all information pertaining to user(s), the intended use and the location of use of the products.

Reservation

GTV shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Customer acknowledges that GTV may be obliged under the Export Regulations to limit or suspend access by Customer and/or User(s) to software and/or cloud services.

VI. Retention of Title

The delivered goods shall only become the property of the Buyer once the Buyer has met all of his/her obligations arising from his/her business relationship with the Seller (including all additional obligations). The retention of title shall also continue to apply in the case that individual receivables due to the Seller are included in an open account and the balance has been calculated and accepted.

The Buyer shall, however, be entitled to use the goods within the scope of a correct business transaction.

In the case that the Seller considers the realisation of its entitlements to be at risk, the Buyer must, when requested to do so by the Seller, inform his/her customers of the transfer of ownership and give the Seller all required documents and information.

All other forms of use of the goods, in particular the pledging of the goods as security, surrender of the goods by way of exchange or transfer of the goods by way of security, are not permitted. The Buyer must immediately inform us about any seizure of our goods by third parties. In the case that goods are amended, processed or converted, the retention of title shall extend to the new items.

In the case that the goods are resold, the coverage of the delivered goods shall also extend to the extended retention of title.

VII. Complaints, Notifications of Defects and Compensation for Damages

Notifications of defects must be submitted to the Seller in writing immediately upon receipt of the goods. A sample of the rejected goods must be sent to the Seller together with the notification of defects.

Rejected goods are only permitted to be returned to the Seller when the Seller has expressly consented to their return. Furthermore, the Seller shall only accept the rejection of goods when 80% of the delivered goods are left unopened to be examined by the Seller.

In the case of hidden defects, the written notification must be submitted immediately after the defects have been discovered and within five months of receipt of the goods at the latest. The statutory limitation shall remain unaffected by this requirement. The onus of proof that the defects are hidden defects shall fall upon the Buyer.

If a defect is found, the Buyer is only entitled to demand the free-of-charge replacement of the goods. Claims for damages on the basis of consequential or direct damage are not permitted. Claims cannot be asserted for processed goods.

The limitations listed above shall not apply to damages resulting from injury to life, body or health. Mandatory statutory liability regulations such as liability when furnishing a guarantee or the German Product Liability Act shall remain unaffected. The warranty period for claims for defects shall be one year starting from the beginning of the statutory period of limitation as stipulated in section 438 subsection 1 no. 3 of the German Civil Code (BGB). Mandatory statutory limitation and regulations for actions, liability according to the German Product Liability Act and regulations concerning the sale of consumer goods shall remain unaffected.

VIII. Data Protection

The business partner declares his revocable consent that the personal data provided will be processed or processed in accordance with the legal provisions.

IX. Severability Clause

Should individual provisions of these general terms and conditions be or become invalid, the remaining conditions remain valid.

X. Place of Performance, Place of Jurisdiction and Applicable Law

The German village of Luckenbach shall be the place of performance for the delivery and payment in question.

The German town of Betzdorf/Sieg shall be the place of jurisdiction for the rights and obligations arising from the purchase agreement. The law of the Federal Republic of Germany shall apply.

XI. Different Agreements

Agreements that deviate from the content of these terms and conditions are only valid if they have been accepted in writing by the buyer.