General terms and conditions of supply of Komax Taping GmbH & Co. KG

1. Scope

All deliveries, services and offers of Komax Taping GmbH & Co. KG (hereafter referred to as "the Seller") to businesses take place exclusively on the basis of these General Terms and Conditions of Delivery. These constitute an integral component of all contracts that the Seller enters into with its contract partners (hereafter also referred to as "Customer") regarding the deliveries and services offered by it. They also apply to all future deliveries, services or offers to the Customer, even if they are not once again agreed to separately.

General terms and conditions of business of the Customer or third parties do not apply, even if the Seller does not object to their validity separately in individual cases. Even if the Seller refers to a letter that contains or refers to the general terms and conditions of business of the Customer or a third party, this does not constitute recognition of their validity.

2. Offer and Contract Conclusion

All offers of the Seller are subject to change and non-binding, unless they are expressly designated as binding or contain a specific acceptance period. Purchase orders or orders may be accepted by the Seller within fourteen days after receipt. The respective sales contract, including these General Terms and Conditions of Delivery, are solely determinative for the legal relations between the Seller and the Customer. This completely reflects all agreements between the parties concerning the contract. Oral commitments made by the Seller before conclusion of this contract are legally non-binding and oral agreements of the contracting parties are replaced by the contract, unless they are expressly stated to be binding.

Supplements to and modifications of agreements that have been entered into, including these General Terms and Conditions of Delivery, must be in writing in order to be valid. With the exceptions of managing directors or authorized signatories, the Seller's employees are not authorized to make any oral agreements that differ from this. In order to comply with the writing requirement, transmission by fax as well as email attachments is sufficient, as long as the transmitted document contains a personal signature (or copy thereof); otherwise transmission by telecommunication is not sufficient. Information of the Seller provided concerning the delivery or service (e.g. weights, dimensions, values, load-bearing capacity, tolerances and technical data) as well as Seller's representations of these (e.g. drawings and illustrations) are not indications of guaranteed quality features, but instead descriptions or characterizations of the delivery or service. Deviations customary to the trade and those that take place due to legal regulations or that represent technical improvements, as well as the replacement of components by equivalent parts, are permissible, as long as they do not impair use for the contractually intended purpose.

The Seller retains the ownership of or copyright to all offers and cost estimates made by it, as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and aids made available to the Customer. The Customer is not permitted to make these items themselves or the content thereof accessible to third parties, to make them known, or to itself use or allow third parties to use them, or to duplicate them without the express permission of the Seller. At the request of the Seller, the Customer must fully return these items to the Seller and destroy any copies made if they are no longer needed by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices and Payment

The prices apply for the scope of services and delivery put forth in the order confirmation. Prices are in EURO plus packaging, the statutory VAT and, in the case of export deliveries, duties, fees and other public charges. Additional or separate services are to be charged separately. If the prices agreed upon are based on the list prices of the Seller and delivery is only to take place more than four months after contract conclusion, the valid list prices of the Seller upon delivery apply (less any agreed-upon percentage or fixed discount).

Unless otherwise agreed to in writing, invoice amounts are to be paid within fourteen days without any deduction. The date of receipt by the Seller is determinative for establishing the date of payment. Checks are only regarded as paid once they have been cashed. the Customer does not pay by the due date, then, beginning with the due date, outstanding amounts are subject to interest at the rate of 5 % p.a. Upon the occurrence of default outstanding amounts are subject to an interest rate of 10 % p.a. The assertion of higher interest rates and the bringing of claims for additional damages remain unaffected.

Set-offs with counterclaims of the Customer or retention of payments due to such claims is only permissible if the counterclaims are undisputed or legally binding. The Seller is entitled to make outstanding deliveries or carry out outstanding services only against prepayment or the provision of security if, after the conclusion of the contract, circumstances become known to it that considerably reduce the creditworthiness of the Customer and which jeopardize the payment of outstanding claims of the Seller by the Customer arising out of the respective contractual relationship (including those from other individual contracts to which the same framework agreement applies).

4. Delivery and Time of Delivery

Delivery takes place FCA according to the 2020 INCOTERMS. Unless fixed time periods or dates have been expressly promised or agreed to, then the time periods and dates for deliveries and services that are indicated by the Seller are always approximate. If shipment has been agreed to, then delivery periods and delivery dates refer to the time of handing over to the carrier, freight forwarder, or other third party commissioned with transport. The Seller may - without prejudice to its rights arising out of default on the part of the Customer - request an extension of delivery and service time periods or a postponement of delivery or service dates from the Customer for the period during which the Customer fails to meet its contractual obligations toward the Seller.

The Seller is not liable for impossibility of delivery or for delays in delivery, if these are due to force majeure or other events that were not foreseeable at the time of contract conclusion and the Seller is not responsible therefor (e.g. all types of interruption in operation, difficulties in the procurement of materials or energy, transport delays, strikes, legal lockouts, lack of workers, energy or raw materials, difficulties in procuring necessary regulatory approvals, governmental measures or missing, incorrect, or late delivery by the Supplier). If such events make delivery or performance significantly more difficult or impossible and the hindrance is not of a merely temporary nature, then the Seller is entitled to rescind the contract. If the hindrances are of a temporary nature, then the delivery or performance dates are extended or deferred by the period of the hindrance plus an appropriate start-up period. If, as a result of the delay, the Customer cannot be expected to accept the delivery of service, then it can withdraw from the contract by providing the Seller with immediate written notice thereof.

The Seller is only entitled to partial deliveries, if

- partial deliveries can be used by the Customer in terms of the contractual purpose,
- delivery of the remaining ordered goods is ensured, and
- the Customer does not thereby incur any additional expenses or other costs (unless the Seller has declared itself prepared to assume these costs).

If the Seller falls behind in delivery or performance or if it becomes impossible for it to undertake delivery or performance, regardless of the reason therefor, then the Seller's liability for damages is limited to that put forth in § 8 of these General Terms and Conditions of Delivery.

5. Place of performance, Shipping, Packaging, Transfer Risk, Acceptance

Unless otherwise agreed to, the place of performance for all obligations arising out of the contractual relationship is the headquarters of the Seller. If the Seller is also responsible for installation, then the place of performance is the site at which installation is to take place. The manner of shipment and packaging are subject to the due discretion of the Seller. Unless the parties agree to otherwise in an individual instance, the packaging together with ownership of the respective delivery item is transferred in accordance with the rules of § 9 of these General Terms and Conditions of Delivery and therefore cannot be taken back.

At the latest the risk of loss passes upon the handing over of the item to be delivered (whereby the commencement of the loading process is decisive) to the carrier, freight forwarder or other third party commissioned with the carrying out of shipment to the Customer. This also applies in the case of partial deliveries or if the Seller undertakes other services (e.g. shipment or installation). If shipment or delivery is delayed due to circumstances for which the Customer is responsible, then the risk of loss passes to the Customer from the date on which the item to be delivered is ready for shipment and the Seller has notified the Customer thereof. Storage costs after the passage of the risk of loss is to be borne by the Customer. When storage is undertaken by the Seller, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per week. The right to assert and demonstrate lower or higher storage costs is reserved. The shipment is only to be ensured against theft, breakage, transport, fire and water damage or other insurable risks by the Seller at the express wish of the Customer and at the costs of the latter.

If an acceptance takes place, the purchased goods are to be considered as accepted, if

- delivery takes place and if installation is due from the Seller, the installation is completed,
- the Seller has notified the Customer thereof with reference to implied acceptance under this § 5 (6) and has requested the Customer to accept,
- twelve workdays have elapsed since delivery or installation or the Customer has begun to use the purchased item (e.g. the delivered item has been put in operation) and in this case six days have passed since delivery or installation, and
- the Customer has failed to accept within this time period for a reason other than notice of a defect to the Seller that would make use of the purchased item impossible or severely impair such use.

If, within the context of contractual relations between the parties, employees of the Seller are active in a workplace of the Customer, then the Customer is obligated to ensure the occupational safety of the Seller's employees. This includes the identification of local hazards and work risks, as well as instruction in existing occupational health and safety measures.

6. Minimum order value

A minimum order value applies to each order. Currently, the minimum order value is EUR 150.

7. Warranty, Material Defects

The warranty period is for one year from the date of delivery or, if acceptance is required, for one year from the date of acceptance. This period does not apply for damage claims on the part of the Customer for loss of life, bodily injury, or impairment of health or that is the result of violations of the Seller's duty or those of its assistants that are the result of intent or gross negligence; these lapse based on the statutory provisions therefor.

The delivered items are to be promptly inspected after delivery to the Customer or a third party designated by it. The goods are to be considered as approved if the Seller does not receive a written notification of defects concerning apparent defects or other defects that would have been apparent on the basis of a careful inspection, within seven workdays after the handing over of the delivered item or otherwise within seven workdays after discovery of a defect or at an earlier time if the defect would have been apparent to the Customer upon normal use of the delivered item without further investigation. The writing requirement can be satisfied by transmission by fax or by an email attachment if the transmitted document contains a personal signature (or a copy thereof); otherwise the telecommunication transmission is not sufficient. At the Seller's request the delivery of the defective item is to be returned to the Seller free of freight charges. In the event of a justified complaint concerning defects, the Seller is to pay the costs of the most favourable shipping route. This does not apply to the extent that the costs increase because the delivery item is located at a site other than that of the original delivery location.

In the case of material defects to the delivered items, the Seller is obligated and entitled, within a reasonable period of time, based on its choice, either to rectify the defects in or replace the goods. In case of the failure of such efforts on the part of the Seller, i.e. impossibility, unreasonableness, refusal or unreasonable delay in repair or replacement delivery, the Customer can rescind the contract or reduce the purchase price as appropriate. If a defect is due to the fault of the Seller, then the Customer can request damages subject to the conditions put forth in § 8.

In the case of defects of components of other manufacturers that the Seller cannot eliminate for licensing or actual reasons, the Seller is to, at its choice, either assert its warranty claims against the manufacturers and suppliers on behalf of the Customer or assign them to the Customer. For defects of this type the bringing of warranty claims against the Seller is only to take place subject to the other conditions as well as to these General Terms and Conditions of Delivery if the court enforcement of the aforementioned claims against the manufacturers and suppliers proved to be unsuccessful or proved to be without prospects, e.g. due to insolvency. For the duration of the legal dispute the statute of limitations of the warranty claims of the Customer against the Seller is to be suspended. The warranty no longer applies if the Customer changes the delivered item without the consent of the Seller or has it altered by a third party and the removal of defects is thereby made impossible or unreasonably difficult. In any case, the Customer is to bear the additional costs arising during defect elimination due to unauthorized alteration of the item.vIn individual instances involving the agreed-upon delivery of used items to the Customer, this takes place under exclusion of any guarantee for material defects.

8. Property rights

In accordance with this § 7, the Seller grants assurances that the delivered items are free from industrial property rights or third party copyrights. Each contracting partner is to immediately notify the other in writing if claims are brought against it due to the violation of such rights. In the event that the delivered item violates an industrial

copyright or copyright of a third party, the Seller is to, at its option and at its own expense, alter or replace the delivered item in such a way that third party rights are no longer infringed, but the delivered item continues to fulfil its contractually agreed-upon function or, in the alternative, to grant the Customer a right of use by signing a licensing agreement. If the Seller does not accomplish the aforegoing within a reasonable period of time, then the Customer is entitled to rescind the contract or to reduce the purchase price as appropriate. Any claims for damages brought by the Customer are subject to the limitations of § 8 of these General Terms and Conditions of Delivery. In the case of violations of rights by products delivered to the Seller by other manufacturers, the Seller is to, at its choice, bring claims against the manufacturer and its suppliers on behalf of the Customer or directly assign these claims to the Customer. In such instances claims against the Seller are only to be undertaken subject to this § 7 if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or was without prospects, e.g. due to insolvency.

9. Liability for Damages for Personal Injury and Those Due to Fault

The liability of the Seller for personal injury and damages based on culpability, regardless of the legal basis therefor, especially those arising out of impossibility, delay, defective or incorrect delivery, contract violations, violations of obligations in contract negotiations and torts, are, to the extent fault s involved, limited to the provisions of this § 8. The Seller is not liable in the case of mere negligence on the part of its organs, legal representatives, employees, or other vicarious agents unless they are in in violation of a material contractual duty. A material contractual duty involves an obligation for the timely delivery and installation of a delivery object that is free of material defects, as well as the consultation, protection and custody obligations that are intended to enable the Customer to use the goods in accordance with the contract or to protect the Customer and its staff from death or bodily injury or to protect its property from significant damage.

If the Seller is liable for damages in accordance with § 8 (2), then this liability is limited to damages that, at the time of contract conclusion, the Seller could foresee as possible consequences of a contract violation or should have seen in the exercise of due diligence. Indirect damages and consequential damages that result from defects in the delivered item are only subject to compensation to the extent such damages are to be expected and typical during the course of the proper use of the delivered item. In the case of liability for simple negligence, the Seller's obligation to pay compensation for personal injury and damage to property and the economic damages resulting therefrom is limited to an amount of EUR 2,000,000.00 per claim (corresponding to the current coverage sum of its company liability insurance), even if a violation of essential contractual duties is involved.

The aforementioned liability exclusions and limitations apply to the same extent in regard to the organs, statutory representatives, employees and other vicarious agents of the Seller. If the Seller provides technical advice or acts in an advisory capacity and this information or advice does not fall within the contractually agreed-upon duties due by it, then such services are provided free of charge and in exclusion of all liability therefor. The limitations of this § 8 do not apply to the Seller's liability due to intentional acts for guaranteed quality features, due to loss of life, bodily injury or impairment to health or when subject to product liability law.

10. Reservation of Title

The following agreed-upon reservation of title serves to secure all existing and future claims of the Seller against the Customer arising out of the delivery relationship existing between them as contract partners (including balances due from a current account associated with this delivery relationship).

The goods delivered by the Seller to the Customer remain property of the Seller until all secured claims have been paid in full. The goods, as well as any that enter into their place, constitute reserved goods under this clause and are subject to reservation of title. The Customer is to safeguard the reserved goods free of charge for the Seller. The Customer is entitled to process and sell the reserved goods in the ordinary course of business until the recovery thereof (Paragraph 9). Pledging and provisions for purposes of providing security are not permitted. If the reserved goods are processed by the Customer, it is hereby agreed that the processing is to be undertaken in the name of and on behalf of the Seller and that the Seller directly acquires the property or - if the processing consists of materials contributed by several owners or the value of the processed commodity is higher than the value of the reserved goods - then the co-ownership (in fractional, undivided shares) in the newly created commodity is to be in the ratio of the value of the reserved goods to the value of the newly created commodity. In case no such acquisition of property occurs for the Seller, then the Customer already now transfers its future property or - in the aforementioned ratio - co-ownership in the newly created commodity as security to the Seller. If the reserved goods are combined with other materials to create a uniform piece of property or thereby inseparably mixed and if one of the other items is to be regarded as the main item, then the Customer transfers co-ownership to the Buyer to the extent the main item belongs to it in the ratio put forth in Sentence 1.

In the event of resale of the reserved goods the Customer already now assigns to the Seller as security the resulting claim against the Purchaser - in the case of co-ownership of the Seller in the reserved goods in proportion to the co-ownership share. The same applies to other claims that are replaced by the reserved goods or otherwise arise

in regard to the reserved goods, as e.g. insurance claims or claims arising from a tort in case of loss or destruction. The Seller revocably authorizes the Customer to collect the claims assigned to the Seller in its own name. The Seller may only revoke this collection authorization in the event of recovery of the proceeds.

If third parties seize the reserved goods, in particular by attaching them, the Customer is to immediately inform them that the property belongs to the Seller and also inform the Seller thereof, so that it will be able to assert its own ownership rights. If the third party is not in a position to reimburse the Seller for the legal or court costs incurred in this regard, then the Customer bears liability therefor to the Seller. The Seller is to release the reserved goods, as well as the goods or claims that have taken their place at the request of the Customer and at its choice, if their value exceeds the amount of the secured claims by more than 50%.If the Seller rescinds the contract due to breach of contract by the Customer - especially default in payment - then it is entitled to take possession of the reserved goods (recovery of proceeds).

11. Non-Disclosure

The Customer is obligated to treat all items (e.g. software, documents, information) made available to it by the Seller or that it becomes aware of, both before and during the implementation of the contract that are legally protected or that contain trade or business secrets or that are designated as confidential, as a confidential matter, even after the end of the contract. For the duration of this Contract and thereafter the Customer will not disclose any business secrets and no knowledge or know-how of the Seller or make use of it to the advantage of another company. The Customer is to impose the above obligation of confidentiality on its own employees, as well as on companies commissioned to provide assistance, who come into confidential information in the aforementioned sense.

The duty to maintain confidentiality becomes void if the transmitted items are or become generally known without breach of the obligation of confidentiality.

12. Concluding provisions

If the Customer is a merchant, a legal entity under public law, or a public law special fund, then, at the choice of the Seller, the place of jurisdiction for al controversies arising out of the business relationship between the Seller and the Customer is the headquarters of the Seller or the headquarters of the Customer. For legal actions against the Seller the place of business of the Seller is the place of exclusive jurisdiction. Mandatory legal provisions regarding exclusive jurisdiction are to remain unaffected by these rules. The relations between the Seller and the Customer are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

If a provision of the contract or of these General Terms and Conditions of Delivery is or becomes void or impracticable, then the remaining provisions remain unaffected thereby. The parties are obligated to replace the invalid, void or impracticable provision with a valid and implementable provision that comes as close as possible to the economic purpose of the invalid, void or impracticable provision. The same applies correspondingly to legal gaps. Note: The Customer is aware that the Seller stores data arising out of this contractual relationship in accordance with § 28 of the German Federal Data Protection Law for the purposes of data processing and reserves the right to transmit such data (e.g. insurance companies) to the extent necessary for the purpose of contractual fulfillment.