

General Terms and Conditions of Business and Delivery of corktec innovations GmbH

Status: May 2021

§ 1 Validity; Objection to Third Party General Terms and Conditions of Business

We, corktec innovations GmbH - hereinafter also referred to as cti - provide our deliveries and services based on these General Terms and Conditions of Business and Delivery. Our GTC are accepted at the latest with the acceptance of the goods or services. This also applies to future business transactions.

We only agree to the inclusion of the GTC of our contractual partners if we have expressly confirmed this in writing. Deviations from these GTC shall only be effective if confirmed by us in writing.

§ 2 Offer and contract

Our offers are subject to change and non-binding. Declarations of acceptance and all orders must be confirmed in writing by cti to be legally effective. A written confirmation can also be replaced by an invoice or a delivery bill.

Subsidiary agreements made between the contracting parties for the execution of this contract must be in writing. Verbal agreements must be confirmed in writing by cti in order to be valid. Our employees are not authorized to make verbal side agreements or to give verbal assurances that go beyond the content of the written contract.

Brochures, design drawings, illustrations, dimensions, weights or other performance data, as well as samples and specimens sent by us, are to be regarded as approximate only, unless specifications are explicitly agreed as part of the contract. We reserve the copyright to the aforementioned documents. The documents may only be passed on to third parties with our written consent and must be surrendered immediately upon request.

§ 3 Prices and pricing

The basis for the contract shall be the prices stated in the order confirmation, taking into account the respective statutory value added tax. Quoted prices are subject to change until the order is confirmed by cti. Deliveries and services exceeding the offer will be charged separately.

Our prices are ex works and do not include packaging, postage, freight and other shipping charges, insurance, customs, assembly, which may be charged additionally.

In the event of cost changes occurring up to the transfer of risk, the Seller shall be entitled to adjust the stipulated prices.

§ 4 Delivery times

Binding or non-binding delivery dates or periods shall only apply if they have been agreed in writing. Delivery periods shall commence with the dispatch of the order confirmation, but not before receipt of an agreed down payment, of documents required for the execution of the order and to be provided by the contracting party, and of any necessary permits and releases. If changes to the scope of delivery and/or the technical design are required at the request of the customer,

the delivery period shall be extended by the additional time required as a result. The delivery period shall be deemed to have been met if the contractual partner has been notified by the seller that the goods are ready for dispatch or if the goods have left our factory by the time the delivery period expires.

Delays in delivery and performance due to force majeure and due to events, that make delivery considerably more difficult or impossible for us - this includes strikes, lockouts, official orders, etc., even if they occur at our suppliers or their sub-suppliers - are not the responsibility of corktec innovations GmbH, even in the case of bindingly agreed deadlines and dates. They entitle cti to extend the delivery or service time by the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part not yet fulfilled.

If the impediment lasts longer than three months, the customer is entitled to withdraw from the contract regarding the part not yet fulfilled after setting a reasonable grace period. If the delivery time is extended or if cti is released from its obligation, the contract partner cannot derive any claims for damages from this. Cti may only invoke the aforementioned circumstances if it notifies the customer immediately.

Claims for compensation due to all other damages caused by delay are excluded unless the delay is due to at least gross negligence on the part of corktec innovations GmbH.

If the customer is in default of acceptance, we shall be entitled to demand compensation for the damage incurred by us as a result; the risk of accidental deterioration and accidental loss shall pass to the contractual partner upon occurrence of the default of acceptance.

§ 5 Retention, Partial Deliveries and Place of Performance

We - corktec innovations GmbH - shall be entitled to retention if the customer does not fulfill his obligations towards us arising from this contract or any other contract or any other legal ground.

The place of performance for our deliveries and services is Braunschweig.

We shall be entitled to make partial deliveries and render partial services at any time, if this does not unreasonably affect the customer.

§ 6 Shipment, Risk Transfer

Shipment shall be made for the account and at the risk of the contractual partner. The risk shall pass to the customer at the latest upon notification of readiness for dispatch, but no later than at the time the consignment is handed over to the carrier, or when the goods have left our works for the purpose of dispatch. If shipment becomes impossible through no fault of our own, the risk shall pass to the customer upon notification of readiness for shipment.

Delivered items are to be accepted by the customer without prejudice to his rights, even if they have defects.

§ 7 Damage in transit

The customer must immediately report any damage or loss resulting from transport and leave the consignment unchanged for inspection as soon as possible. This shall also apply if transport damage can only be ascertained when unpacking at a later point in time.

Visible external defects must be reported to the carrier immediately upon handover and recorded in writing.

§ 8 Notice of defects and warranty

The customer must notify cti in writing of any obvious defects in our service within one week of receipt of the same; if this is not done, our service shall be deemed to have been provided in accordance with the contract.

If our delivery or service is defective at the time of transfer of risk, we shall make good the defect. This shall be done, at our option, either by remedying the defect or by delivering a defect-free item in exchange for the one found to be defective.

Replaced products or parts thereof shall become our property and shall be returned to us upon request.

If the customer informs us that the goods or services do not comply with the warranty, we - corktec innovations GmbH - may, at our discretion and at our expense, demand from the customer that:

- The defective goods are kept ready by the customer until an employee commissioned by us has restored them to a defect-free condition on site within a reasonable period of time.
- The defective goods are sent to us for repair and subsequent redelivery.

The customer has to give cti the time and opportunity for the supplementary performance, which seems to be reasonably necessary, if this is not the case we are released from the warranty.

If subsequent performance is not possible at the place where the service was originally provided, cti reserves the right to charge for additional costs due to transport, travel time and expenses.

Claims of the customer for supplementary performance as well as for compensation or reimbursement of expenses due to defects become time-barred for deliveries within one year after handover of the goods by the carrier. If the defect has been fraudulently concealed or a guarantee has been given for the item, the statutory provisions shall apply.

If, after inspection by cti, it turns out that the goods were demonstrably free of defects or that the customer placed an incorrect order, cti reserves the right to charge the customer for the costs incurred if an unjustified complaint was made by the customer.

If it is no longer possible for us to inspect the delivery or service complained about, or if it is no longer possible to determine whether a defect is due to our delivery or service, we will no longer accept complaints of defects.

If the subsequent performance fails, the customer may reduce our remuneration or the purchase price or, at his option, withdraw from the contract. Should a defect have been fraudulently

concealed or a guarantee for the quality of the item or the performance of our service have been assumed, the statutory provisions shall apply.

We have no warranty and no liability in the following cases:

- if instructions for use or care of the seller are not followed, changes are made to the products by the contractual partner or third parties without prior approval of the seller, materials are exchanged or consumables not explicitly approved by the seller are used,
- if damage is caused by improper use, faulty assembly by the contractual partner or third parties, as well as in the case of natural wear and tear, faulty or negligent treatment with unsuitable cleaning and care products, damaging environmental influences.

Also excluded are all further claims of the customer, for rescission, reduction or withdrawal from the contract, as well as for compensation for damage that has not occurred to the delivery item itself. This exclusion of liability shall not apply in the event of intent or gross negligence on the part of the managing directors of corktec innovations GmbH and their executive employees and in cases in which liability is mandatory under the Product Liability Act in the event of defects in the delivery item for personal injury or property damage to privately used objects. It shall also not apply in the event of a breach of principal contractual obligations or in the absence of properties which have been expressly warranted, particularly if the purpose of the warranty were to protect the customer against damage which did not occur to the delivery item itself.

For essential third-party products, the Seller's liability shall be limited to the assignment of the liability claims to which it is entitled against the supplier of the third-party product.

§ 9 Retention of title

We retain title to the products delivered by us until the purchase price and all other claims arising from the business relationship with the customer have been paid in full.

The customer hereby assigns to us any claims arising from a resale of the goods subject to retention of title, including all ancillary rights. The value of the assignment shall amount to the value of the reserved goods.

If the reserved goods are (co-)owned by us, the claims shall be assigned in the amount corresponding to the value of our share in the total value. The advance assignment shall also extend to any balance claim from current account. The customer is authorized to collect the claims.

If the customer is not in default, he may process and sell the reserved goods in the ordinary course of business. However, transfers by way of security or pledges are not permitted. Access of third parties to the reserved goods or assigned claims, in particular pledges, must be reported to us immediately.

In case of default of payment by the customer, cti is entitled to take back the reserved goods or, if necessary, to demand assignment of the contract partner's claims for return against third parties. The customer is obligated to surrender the goods, excluding any rights of retention. The customer shall bear all costs of taking back and realizing the goods; we are entitled to sell the goods on the open market.

§ 10 Terms of payment

Unless otherwise agreed, the invoices of corktec innovations GmbH shall be payable without deduction within 14 days from the date of invoice. The Seller shall be entitled to offset payments against the Contractual Partner's older debts first, despite the Contractual Partner's provisions to the contrary, and shall inform the Contractual Partner of the type of offsetting that has taken place. If costs and interest have already been incurred, we shall be entitled to set off the payment first against the costs, then against the interest and finally against the main performance.

Services, assembly and repair costs as well as travel expenses are payable immediately net.

Payments shall only be deemed to have been affected when we can dispose of the amount. In the case of cheques, payment shall only be deemed to have been made when the cheque has been cashed.

In the event of default, our payment shall be subject to interest at a rate of 5% above the prime rate. Our claim for compensation of further higher damages remains unaffected.

The customer is only entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed. The customer is also entitled to retention due to counterclaims from the same contract.

§ 11 Right of withdrawal of the customer

The customer may withdraw from the contract if the entire performance becomes partially or completely impossible for us before the transfer of risk. This applies accordingly if the customer has a justified interest in refusing partial deliveries.

If we are in default with a service for which we are responsible and the customer sets us a reasonable period of grace to perform the service, combined with the announcement that we will refuse the service if the deadline expires without results, and if we culpably fail to comply with the period of grace, the customer may withdraw from the contract.

§ 12 Applicable law, place of jurisdiction, severability clause

The law of the Federal Republic of Germany shall apply to all legal relationships between us and the customer. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

If the customer is a merchant, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Braunschweig.

Should a provision in these terms and conditions or a provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. The contracting parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of economic success.