

General Terms and Conditions of Purchase of Spheretex GmbH

Section 1: General

- 1.1. All orders shall be subject to these terms and conditions, as well as to any separate contractual agreement. Even if Spheretex GmbH places an order, deviating supplier terms and conditions will not become part of the contract, unless Spheretex GmbH expressly agrees to them in writing.
- 1.2. These terms and conditions shall only apply to companies in terms of Sec. 14 of the German Civil Code (BGB) and to legal entities under public law.
- 1.3. No additional verbal agreements made before the conclusion of the contract, which differ from these terms and conditions of purchase, shall be valid, unless confirmed by Spheretex GmbH in writing.

Section 2: Order / Conclusion of contract

- 2.1. Orders, contracts and delivery requests, as well as any changes thereto, shall only be binding for Spheretex GmbH if they are made in writing. These may be in written form, text form or in electronic form.
- 2.2. Samples, quotations and offers made by the supplier are free of charge for Spheretex GmbH, unless it has been explicitly agreed otherwise. Quotations are binding.
- 2.3. Requests are subject to change and non-binding.
- 2.4. Changes and supplements which become necessary during the execution of delivery or rendering of service, as well as all types of supplementary agreements, shall be announced immediately by the supplier and must be confirmed by Spheretex GmbH in the form noted in 2.1. in order to be effective.
- 2.5. Orders placed by Spheretex GmbH shall be deemed to have been accepted, if the supplier does not object within a week of receipt of order.

Section 3 Prices / Payment / Invoicing

- 3.1. If no special agreement exists, the prices include free delivery to Hilden and/or a specified point of delivery, including packaging, freight, customs duty, insurance and unloading. Where applicable, value added tax will be added.
- 3.2. All payments for delivery and services shall be made in the agreed currency.
- 3.3. Unless otherwise agreed, payment shall be made either within 60 days net or within 14 days with 2% discount.
- 3.4. Invoices with the order number shall be submitted either in duplicate in writing or electronically to Spheretex GmbH. Spheretex GmbH shall not be held liable for delays in the processing of invoices without order numbers.
- 3.5. Spheretex GmbH has the right to set off its payable counter claims, which are due to Spheretex GmbH or a company connected to Spheretex, against supplier payment claims.

Section 4: Retention of title

- 4.1. Spheretex GmbH shall only accept a retention of title if it was expressly agreed to between the contractual partners.

Section 5 Delivery dates / Delivery deadline / Delivery documents

- 5.1. Unless otherwise agreed to by the parties, the delivery date has been adhered to if the goods have arrived at the Spheretex GmbH plant or at the specified place of receipt on time. The supplier must make the goods available in due

time, taking into account the time to be agreed with Spheretex GmbH for loading and dispatch. Additional costs for delayed deliveries and services shall be carried by the supplier.

- 5.2. The supplier is obliged to inform Spheretex GmbH immediately, should compliance with the delivery date be at risk.
- 5.3. Unconditional acceptance of the delivery or service shall not constitute a waiver of Spheretex GmbH's right to make claims for compensation for delayed deliveries or services.
- 5.4. Partial deliveries are generally prohibited, unless Spheretex GmbH has expressly agreed to them.
- 5.5. The values determined by Spheretex GmbH at the incoming goods inspection are decisive for the assessment of quantities, weights and dimensions.
- 5.6. The supplier is obliged to include a delivery note with the order number in each delivery; should he fail to do so, Spheretex GmbH shall not carry responsibility for delays in processing.

Section 6: Transfer of risk / Packaging

- 6.1. The supplier shall carry the risk of damage to the goods up to the acceptance of delivery by Spheretex GmbH or its representative at the location to which the goods are to be delivered.
- 6.2. In the case of deliveries with installation and assembly and of services, the risk shall be transferred to Spheretex GmbH after inspection and approval. A formal acceptance shall take place; acceptance through commissioning is ruled out.
- 6.3. The supplier shall carry the costs of transportation and sales packaging. The supplier shall also carry the costs necessarily incurred for reusable packaging, including return transport.
- 6.4. The supplier shall use suitable transportation packaging, which ensures safe transportation of the goods.

Section 7 Declaration of origin

Should the seller issue declarations of origin for the goods sold, the following applies:

- 7.1. The seller undertakes to enable the customs administration to examine the evidence of origin, as well as to submit all necessary information and possibly also certifications.
- 7.2. The seller is obligated to compensate for losses incurred as a result of the declared origin not being recognised by the competent authority due to the lack of documentary evidence or to the inability to check, unless he is not responsible for these consequences.

Section 8 Claims for defects

- 8.1. Acceptance is subject to an inspection for the absence of defects, and particularly also for correctness, completeness and suitability. Spheretex GmbH has the right to inspect the object of the agreement. Spheretex GmbH shall give notice of defects immediately after they have been determined. Hidden defects shall be reported to the supplier immediately after their discovery within 3 working days.
- 8.2. The statutory provisions concerning defects of material and title shall apply, unless otherwise stipulated below.

8.3. If a sampling has taken place, the characteristics of the sample are considered as the technical basis. The delivered goods must be in conformity with the sample.

8.4. Spheretex GmbH has the fundamental right to select the type of subsequent fulfilment.

8.5. If the supplier fails to start remedying the defect promptly upon request, Spheretex GmbH shall have the right to remedy it itself, or to have it remedied by a third party, at the expense of the supplier. Claims for material defects are subject to a limitation period of 2 years, unless a longer statutory period applies. If an item has been used for a structure in compliance with its customary use, and if it has caused defects in that structure, a statutory period of limitation of five years shall apply.

8.6. The limitation period for services or parts of the delivery, which have been refurbished, repaired or replaced within the limitation period of Spheretex GmbH's claims for defects, shall begin according to the statutory provisions.

8.7. If costs are incurred by Spheretex GmbH resulting from the defective delivery of the object of agreement, particularly transport, infrastructure, work, and material costs, or costs resulting from trouble-shooting, such costs shall be carried by the supplier.

8.8. Spheretex GmbH reserves the right of recourse with regard to objects of the agreement which have been delivered by the supplier, if defectiveness of those objects is determined.

8.9. If a material defect becomes apparent within 6 months of the transfer of risk, it shall be presumed that the defect was already present at the time of transfer of risk, unless this presumption is irreconcilable with the type of object or the defect.

Section 9: Withdrawal

9.1. Should insolvency proceedings be commenced over the assets of the supplier or if such proceedings are declined for lack of assets, Spheretex GmbH has the right to withdraw from the contract and/or to terminate the contract.

9.2. In the case of a termination of the supply agreement by a customer of Spheretex GmbH, the supplier should be prepared to agree to a suitable solution for the termination of the contract with Spheretex GmbH. Should stocks already have been collected at the raw materials supplier, and if these cannot be utilised elsewhere, a solution shall be sought to suit both parties.

Section 10: Liability

10.1. Insofar as a supplier is responsible for product damage, he is obligated to indemnify Spheretex GmbH from third-party claims, provided that he is responsible for this.

10.2. The supplier is obliged to maintain and be able to prove the existence of appropriate liability insurance at his own cost, with a cover of at least 2 million euro for personal, material and financial damage per claim, and also including the so-called extended product liability.

Section 11: Place of jurisdiction / Place of performance / Applicable law

11.1. The exclusive place of jurisdiction shall be the registered office of Spheretex GmbH.

11.2. The place of performance shall be the registered office of Spheretex GmbH, unless otherwise expressly agreed

11.3. The laws of the Federal Republic of Germany shall apply; the validity of the UN Sales Convention shall be excluded.

Section 12: Miscellaneous

12.1. Neither a personal signature nor an electronic signature shall be necessary to comply with the written form requirement. Communications by fax or e-mail as well as any other text form shall satisfy such written form requirement.

12.2. Should any provision of these terms and conditions or any provision within the scope of other agreements be or become ineffective, the effectiveness of the remaining provisions shall not be affected by this. The ineffective provision shall be replaced by a new agreement, which comes closest to the economic purpose of the ineffective provision. The same shall apply to any gaps.