

General Terms and Conditions of Sale  
of BMK GmbH and Dekor-Kunststoffe GmbH

1 General Provisions, Scope

- 1.1 These General Terms and Conditions of Sale (hereinafter, these "GTCS") shall apply to any and all business relationships maintained by BMK GmbH, Aalener Straße 60, 74405 Gaildorf-Böckingen, Germany, and Dekor-Kunststoffe GmbH, Melbacher Höhe 1, 57339 Erndtebrück-Schameder, Germany (hereinafter, the "Seller") and their customers (hereinafter, the "Buyer"). These GTCS shall apply only when the Buyer is a business owner (§ 14 of the Civil Code of Germany, BGB), a legal entity under public law, or a special fund under public law.
- 1.2 Application of these GTCS shall include, but not be limited to, contracts regarding the sale and/or delivery of movable goods (hereinafter, the "Goods") regardless of whether the Seller produces the Goods or purchases them from suppliers (§§ 433, 651 of the BGB). Unless agreed upon otherwise, the version of these GTCS applicable at the time the Buyer places an order or in any case the version last communicated to the Buyer in text form shall apply as an outline contract as well as to similar future contracts, without the Seller being required to make reference to these GTCS in each individual case.
- 1.3 These GTCS shall not apply to deliveries to the U.S.A. Deliveries to the U.S.A. shall be subject exclusively to the Seller's *general terms and conditions (for deliveries to the U.S.A. exclusively)*.
- 1.4 These GTCS shall apply exclusively. Any general terms and conditions the Buyer may have in place which deviate, conflict with, or amend these GTCS shall become part of a contract only if and to the extent the Seller expressly consents to their application in writing. This requirement of consent shall apply in any case including, for example, if and when the Seller is aware of the Buyer's general terms and conditions and carries out a delivery to the Buyer without reservation.
- 1.5 If individual agreements are entered into with the Buyer in individual cases (including side agreements, amendments, and changes), the terms of those individual agreements always shall prevail over these GTCS. Unless there is proof to the contrary, a written contract or the Seller's written confirmation shall authorize the content of said agreements.
- 1.6 Legally relevant statements and notifications the Buyer is obligated to make vis-à-vis the Seller after a contract has been entered into (e.g., regarding deadlines, defects, rescission, or reduction) shall be required to be made in text form to become effective.
- 1.7 References to the applicability of legal regulations shall be made for clarification purposes only. Thus, even without said clarification being made, legal regulations shall apply provided they are not directly changed or expressly excluded in these GTCS.

2 Entering into Contracts

- 2.1 Offers made by the Seller shall be subject to change and shall not be binding. The same shall apply to descriptions of the Goods in catalogs, technical documents (e.g., drawings,

plans, computations, calculations, referrals to DIN norms), and other product descriptions or documents, including in any electronic form.

- 2.2 Every order for Goods that is placed by the Buyer shall be considered a binding offer to enter into a contract. Unless the order implies otherwise, the Seller shall be entitled to accept the offer to enter into a contract within two (2) weeks after receipt.
- 2.3 The Seller may declare acceptance by confirming the order to the Buyer in text form or by delivering the respective Goods to the Buyer.
- 2.4 Deviations in the Goods from the scope of service customary in the trade and in the industry shall be admissible to the extent they do not impede the Goods from being used for the contractually intended purpose. Deviations resulting from mandatory legal or technical norms taking effect after the respective order has been confirmed shall be admissible to the extent the deviations are not substantial and are deemed reasonable by the Buyer.
- 2.5 Obvious errors, typos, or miscalculations made by the Seller on offers or order confirmations shall not be binding on the Seller.

### 3 Delivery Deadline and Delayed Delivery

- 3.1 Delivery deadlines shall be agreed upon individually or shall be specified by the Seller at the time of order acceptance. Delivery deadlines shall be non-binding.
- 3.2 If and when the Seller has agreed to binding delivery deadlines and is unable to meet them for reasons beyond the Seller's control (hereinafter, "Non-Availability of Service"), the Seller shall notify the Buyer without delay and at the same time shall communicate the revised expected delivery deadline. If and when the Non-Availability of Service continues and the revised delivery deadline also cannot be met, the Seller shall be entitled to rescind the contract in whole or in part; the Seller shall reimburse any compensation provided by the Buyer without delay. Non-Availability of Service in this context shall include, but not be limited to delayed qualitative and quantitative delivery by the Seller's supplier, if and when the Seller made a congruent hedging transaction, if neither the Seller nor the Seller's supplier were at fault, or if the Seller has no obligation to ensure procurement in individual cases.
- 3.3 A delivery deadline shall be deemed to have been met if and when a surrender offer regarding the delivery has been made to the forwarder, the freight carrier, or any other third party commissioned to transport the Goods before the deadline has expired.
- 3.4 Delayed deliveries caused by the Seller shall be determined based on the applicable legal regulations. In any case, the Buyer must send a reminder.
- 3.5 The Buyer's rights as stipulated in 8 below and the Seller's statutory rights including, but not limited to, regarding exclusion of the obligation to provide services (e.g., due to impossibility or unreasonableness of the service and/or supplementary performance) shall remain unaffected.

#### 4 Delivery, Transfer of Risk, Inspection, Delayed Acceptance of Goods

- 4.1 Unless expressly agreed upon otherwise, every order confirmation shall include the destination for the delivery, which shall be EXW (INCOTERMS® 2020), the place of performance of the delivery and the place of supplementary performance, if any. Upon the Buyer's request and at the Buyer's expense the Goods may be shipped to another destination (hereinafter, "Sale with Delivery to a Buyer-Specified Location") (*Versendungskauf*). Unless agreed upon otherwise, the Seller shall be entitled to determine the manner of shipment (including, but not limited to, the transportation company, transportation route, and packaging).
- 4.2 The Buyer may not refuse to accept deliveries or services based on non-material defects.
- 4.3 Partial deliveries shall be amissible to the extent they are deemed reasonable by the Buyer.
- 4.4 The risk of accidental loss and/or accidental deterioration of the Goods shall be transferred to the Buyer upon surrender of the Goods, at the latest. However, with a Sale with Delivery to a Buyer-Specified Location, the risk of accidental loss and/or accidental deterioration of the Goods and the risk of delay shall be transferred at the time the Goods are surrendered to the forwarder, the freight carrier, or any other person or entity commissioned to transport the Goods. To the extent inspection has been agreed upon, the inspection shall authorize the transfer of risk. In any case, the provisions of Germany's Law on Labor and Transportation Contracts (*Werkvertragsrecht*) shall apply accordingly to agreed-upon inspections. If and when the Buyer delays acceptance of the Goods, the Goods shall be deemed to have been surrendered and the Buyer shall be deemed to have inspected the Goods.
- 4.5 If the Buyer delays acceptance of the Goods in whole or in part, the Seller shall be entitled to store the Goods at the Buyer's risk and at the Buyer's expense and to bill the Buyer as if the Goods had been delivered; the Seller shall include in the invoice any and all costs incurred for storing the Goods.
- 4.6 The Seller shall be entitled to bill the Buyer for the cost of storing the Goods at 0.5% of the net value of the delivery per month or part thereof, but not more than 5% of the net value of the delivery. The Buyer shall be free to furnish proof the cost of storing the Goods was lower and the Seller shall be free to claim for a higher amount for damages for delayed acceptance of the Goods.
- 4.7 Delayed acceptance of the Goods shall end any obligation the Seller may have with regard to advance payment. If acceptance of the Goods is delayed, the Seller shall only be obligated to deliver the Goods against prepayment of the purchase price and the storage costs incurred.

#### 5 Prices and Payment Terms

- 5.1 Unless agreed upon otherwise in individual cases, the Seller's prices applicable at the time the contract is entered into shall apply EXW (INCOTERMS® 2020) plus applicable statutory sales tax and ancillary costs such as transportation, insurance, and packaging.

- 5.2 In the case of a Sale with Delivery to a Buyer-Specified Location, the Buyer shall assume the cost of transportation ex works and if requested by the Buyer, the cost of transportation insurance. All customs duties, fees, taxes, and other public levies shall be borne by the Buyer.
- 5.3 The purchase price shall be due immediately upon issuance of the invoice and shall be payable within fourteen (14) days after issuance of the invoice and delivery or inspection of the Goods. Even in ongoing business relationships, the Seller shall be entitled at any time to carry out deliveries in whole or in part against prepayment only if and when the Buyer is in default of payment. The Seller shall declare reservation in this regard by confirming the respective order or upon becoming aware of the Buyer's payment default.
- 5.4 If the Buyer fails to pay, the Buyer shall be deemed to be in default upon expiration of the payment deadline. Interest in arrears at the applicable statutory rate shall be paid on the purchase price over the course of the period of default. The Seller reserves the right to claim more extensive damages. Vis-à-vis merchants, the Seller's right to claim commercial default interest (*kaufmännischer Fälligkeitszins*) (§ 353 of the Commercial Code of Germany, HGB) shall remain unaffected.
- 5.5 The Buyer shall have the right to offset or retain payment for the Goods only to the extent the Buyer's claim has been legally established or is undisputed. This shall not apply to claims created directly under the same contractual relationship and which share a reciprocal relationship.
- 5.6 If after a contract has been entered into it becomes apparent (e.g., due to a filing for initiation of insolvency proceedings) that the Seller's claim to the purchase price is impeded due to lack of solvency on the part of the Buyer, according to the applicable legal regulations the Seller shall be entitled to refuse provision of services and – after setting a deadline, if required – to rescind the contract (§ 321 of the BGB). In the case of contracts regarding the production of assets made to specification (hereinafter, "Customized Assets") the Seller may declare rescission immediately. Legal regulations regarding the dispensability of the setting of deadlines shall remain unaffected.

## 6 Order Processing

- 6.1 Any paper delivered to the Seller by the Buyer shall be delivered at the Buyer's expense to the Seller's site specified and shall have been inspected by the Buyer in advance for quality and quantity. The Seller shall be notified without delay of any defects in the paper or the print. If and when quality variations in the paper cause the Seller to incur additional processing costs, these costs shall be assumed by the Buyer separately.
- 6.2 The Seller shall not be responsible for any changes and/or deviations in the visual appearance or technical performance of the paper caused by handling and processing and/or the use of work material and/or auxiliary materials by the Buyer, unless the changes or deviations result from intent or gross negligence by the Seller. The Seller is not able to influence other technical characteristics of the paper and does not assume any warranty or guarantee for them, including the customary width expansion during the impregnation process.

## 7 Force Majeure

- 7.1 The term force majeure refers to the occurrence of an event or circumstance that impedes a party's meeting of one or more of its contractual obligations if and to the extent the party affected by the hindrance proves: (a) the hindrance is beyond that party's reasonable control, and (b) the hindrance was not reasonably foreseeable at the time the contract was entered into, and (c) the impact of the hindrance could not have been reasonably prevented or overcome by the party affected.
- 7.2 For proof to the contrary, pursuant to the previous paragraph force majeure shall include, but shall not be limited to, the following events: war, acts of terrorism, currency and/or trade restrictions, embargos, sanctions, official acts, compliance with laws or governmental decrees, state bans on leaving the country and on exports or state bans on entering the country and on imports, epidemics, extreme natural events, explosions, fires, demonstrations or assemblies impeding the passing of important transportation routes, general labor unrest, energy shortages, or impairment of means of transportation.
- 7.3 If a party invokes this clause successfully, as of the time at which the hindrance made it impossible for that party to provide the service that party shall be released from meeting its contractual obligations and any obligation to pay damages and/or from any other contractual legal remedy due to breach of contract for the duration of the force majeure event and a reasonable recovery period provided the occurrence of the force majeure event is reported without delay. If the hindrance or force majeure event affects the party for more than four (4) months, the other party shall be entitled to terminate the respective contract for cause in whole or in part. If this is the case, mutual claims for damages due to the termination shall be excluded.

## 8 Buyer's Claims for Defects

- 8.1 Unless agreed upon otherwise in this Agreement, the Buyer's rights regarding defects of quality and defects of title (including faulty delivery, under-delivery, improper assembly, and faulty assembly instructions) shall be subject to the applicable legal regulations. In any case, the special legal regulations for end deliveries of goods to consumers (supplier recourse pursuant to §§ 478, 479 of the BGB) shall remain unaffected.
- 8.2 Claims for defects shall not arise from: non-material deviations of the Goods from the agreed-upon specifications, non-material impairment of the usability of the Goods as specified by the Seller, natural wear and tear, excessive strain, use of inadequate materials, defects resulting from special external influences, or non-reproducible software defects. If and when the Buyer or a third party makes improper changes to the Goods or carries out maintenance work improperly, the changes or maintenance work and the consequences thereof also will not constitute reasons for claims for defects.
- 8.3 The Seller shall not be liable for any public statements (e.g., advertising) made by the manufacturer or any other third party.
- 8.4 The Seller shall have a warranty obligation only if and when the Buyer, in a timely manner, met the Buyer's obligations to inspect and to give notice of defects. The Buyer shall inspect incoming Goods without delay for detectable external transportation damage and for compliance with the order. The Buyer shall report detectable external

transportation damage to the Seller in a notice of defects which must be in text form without delay and in any case no later than three (3) business days after surrender of the Goods, other defects within five (5) business days after detection.

- 8.5 All notices of defects shall include a precise description of the defect, information on the delivery affected and, if possible, image documentation of the defect. The Seller shall be entitled to request that defective parts be returned to the Seller at the Seller's expense for inspection purposes.
- 8.6 If and when delivered Goods are found to be defective, the Seller first can choose to provide supplementary performance by remedying the defect or defects (hereinafter, "Remedy of Defects") or by delivering defect-free Goods (hereinafter, "Replacement Delivery"). The Seller's right to refuse to provide supplementary performance under applicable legal conditions shall remain unaffected.
- 8.7 The Seller shall be entitled to make the supplementary performance owing conditional upon the Buyer's remittance of the purchase price due. However, the Buyer shall be entitled to retain a part of the purchase price that is reasonable in proportion to the defect.
- 8.8 The Buyer shall grant the Seller the time and opportunity required for the supplementary performance owing including, but not limited to, surrendering the Goods deemed defective for inspection purposes. In the case of Replacement Delivery, the Buyer shall return the defective Goods to the Seller in accordance with the applicable legal regulations.
- 8.9 The expenses required for the inspection and the supplementary performance including, but not limited to, transportation, travel, work, and materials shall be assumed by the Seller, provided a defect is present. This shall not apply to expenses incurred because the Seller relocated the Goods to a location other than the Buyer's commercial establishment, unless the relocation corresponds to the contractually intended use of the Goods. Otherwise, the Seller may request that the Buyer reimburse the costs incurred in connection with the unwarranted request to remedy defects (including, but not limited to, inspection and transportation costs), unless the lack of defect was not detectable by the Buyer.
- 8.10 The Buyer's claims for damages or for reimbursement of wasted expenses, including if defects have materialized, shall be limited to that specified in 11 below and shall be excluded in all other cases.

## 9 Reservation of Proprietary Rights

- 9.1 The Seller reserves ownership of the Goods sold until any and all of the Seller's current and future receivables under the sales contract and the Seller's ongoing business relationship with the Buyer are paid in full (hereinafter, "Secured Receivables").
- 9.2 By handling and/or processing the materials delivered by Buyer with other materials, the Seller shall acquire pro-rata co-ownership of the consistently produced new product in proportion of the value of the materials delivered to the value of the newly produced product, but not less than in the amount of the services provided by the Seller.

- 9.3 The Goods under reservation of proprietary rights shall not be pledged to any third party or be assigned as collateral before the Secured Receivables are paid in full. The Buyer shall notify the Seller without delay in writing in the event of a filing for initiation of insolvency proceedings or in the event of third-party access (e.g., pledges) to the Goods owned by the Seller.
- 9.4 If and when the Buyer is in breach of contract including, but not limited to, failing to pay the purchase price due, according to the applicable legal regulations the Seller shall be entitled to rescind the contract and/or request that the Goods be surrendered based on the reservation of proprietary rights. The Seller's request for surrender shall not include a declaration of rescission; rather, the Seller shall be entitled to request surrender of the Goods and reserve the right to rescind. If and when the Buyer fails to pay the purchase price due, the Seller shall exercise these rights only if and when a reasonable payment deadline previously set by the Seller has expired or setting such deadline may be dispensed with in accordance with applicable legal regulations.
- 9.5 The Buyer may resell and/or further process the Goods under reservation of proprietary rights in the Buyer's ordinary course of business until this right is revoked pursuant to (iii) below. If this is the case, the following provisions also shall apply:
- (i) Reservation of proprietary rights shall apply to products resulting from processing, combining, or bonding the Seller's Goods at their full value where the Seller is deemed to be the manufacturer. If after processing, combining, or bonding the Seller's Goods with goods owned by third parties ownership remains with those third parties, the Seller shall acquire co-ownership in the proportion of the invoiced amounts of the processed, combined, or bonded goods. In all other cases, the resulting product shall be subject to the same regulations as the delivered Goods under reservation of proprietary rights.
  - (ii) The Buyer hereby assigns to the Seller any and all claims against third parties arising from the resale of the Goods or the resulting product, in full or in the amount of the Seller's secured receivables as specified in the previous paragraph. The Seller hereby accepts the assignment. The Buyer's obligations outlined in 9.3 above also shall apply with respect to assigned claims.
  - (iii) In addition to the Seller, the Buyer shall remain authorized to collect claims. The Seller undertakes to refrain from collecting claims as long as the Buyer meets the Buyer's payment obligations vis-à-vis the Seller, the Seller's ability to provide services is not impeded, and the Seller does not assert reservation of proprietary rights by exercising a right under 9.4 above. Otherwise, the Seller can request that the Buyer inform the Seller of the claims assigned and the respective debtors, provide any and all information required for collecting on the claims, surrender the pertinent documents, and notify the debtors of the assignment. Moreover, in this case the Seller shall be entitled to revoke the Buyer's authorization to resell and to further process the Goods under reservation of proprietary rights.
  - (iv) If and when the realizable value of the collateral exceeds the Seller's claims by more than 10%, the Seller shall, upon the Buyer's request, release collateral at the Seller's option.

## 10 Confidentiality and Intellectual Property

- 10.1 The Buyer shall be obligated to maintain strictly confidential any and all commercial, company, and/or technical information, and/or objects that are not public knowledge and are disclosed as part of the business relationship or become otherwise known, for the duration of five (5) years after gaining knowledge thereof and to not disclose them to third parties and/or duplicate them and/or use for purposes other than the purposes specified by the Seller without the Seller's prior consent.
- 10.2 The Seller reserves unrestricted proprietary and copyright usage rights to the Seller's quotations, drawings, models, parts, templates, computations, descriptions, patterns, and other documents. These documents may not be disclosed to third parties without the Seller's prior written consent and shall be returned to the Seller without delay upon the Seller's request.
- 10.3 Even after the warranty period expires, the Buyer shall notify the Seller without delay of third parties asserting breaches of proprietary rights as a result of a delivery or service provided.

## 11 Other Liability

- 11.1 Unless implied otherwise in these GTCS, including in the provisions below, the Seller shall be liable for breach of contractual and non-contractual obligations according to the applicable legal regulations.
- 11.2 The Seller shall be liable for damages – irrespective of the legal reason – as part of liability for intent and gross negligence. In the case of simple negligence the Seller shall be liable, subject to a milder standard of liability pursuant to legal regulations (e.g., for due diligence with the Seller's own affairs), only
- (i) for damages resulting from harm to life, limb, or health;
  - (ii) for damages resulting from breach of a material contractual obligation (an obligation that must be met to make the proper execution of the contract possible and on the meeting of which the Buyer relies and can rely regularly), however, if this is the case the Seller's liability shall be limited to replacement of the foreseeable, typically occurring damage;
  - (iii) for damages based on the fact that the Seller maliciously concealed a defect or guaranteed the quality of the Goods;
  - (iv) for the Buyer's claims under mandatory legal provisions including the Product Liability Act of Germany (ProdHaftG).
- 11.3 The limitations of liability specified in 11.2 above also shall apply to breach of obligation by or to the benefit of individuals whose fault is the Seller's responsibility according to applicable legal regulations.
- 11.4 The Buyer may rescind or terminate a contract based on breach of obligation that is not based on a defect only if and when the Seller is solely responsible for the breach of obligation. An unrestricted right of termination (including, but not limited to, according to



§§ 651, 649 of the BGB) by the Buyer shall be excluded. In all other cases, the legal conditions and consequences shall apply.

## 12 Statute of Limitations

- 12.1 Contrary to § 438 para. 1 no. 3 of the BGB, the general period of limitation for claims resulting from defects of quality and of title shall be one (1) year after the Goods are surrendered to the Buyer. If inspection has been agreed upon, the statute of limitations shall commence at the time of inspection.
- 12.2 However, if the Goods are buildings, or objects used for buildings in the manner typical for such objects and have caused the defect (hereinafter, "Construction Material"), in accordance with the applicable legal regulation the period of limitation shall be five (5) years after delivery (§ 438 para. 1 no. 2 of the BGB). Other special legal regulations regarding the statute of limitations (including, but not limited, § 438 para. 1 no. 1, para. 3, 444, 479 of the BGB) shall remain unaffected.
- 12.3 The aforementioned periods of limitation stipulated by the sales law also shall apply to the Buyer's contractual and non-contractual claims for damages based on a defect in the Goods unless the application of the regular statute of limitations (§§ 195, 199 of the BGB) would result in a shorter statute of limitations in individual cases. However, the statute of limitations on any claims for damages the Buyer may assert under 11.2(i) through 11.2(iv) above and under the Product Liability Act of Germany shall be subject exclusively to the legal provisions on periods of limitation.

## 13 Export Controls

- 13.1 Deliveries made and services provided by the Seller shall be under the reservation that the fulfillment of the contract is not impeded by any national or international export control regulations. In the event of a delay in the fulfillment of a contract due to export control inspections or authorization procedures, deadlines and deliveries shall be suspended. The Seller shall be entitled to withdraw from the individual order and to terminate the delivery contract without notice if and when such rescission or termination is required to comply with national or international export control regulations. An assertion of claims for damages or other rights by the Buyer based on the aforementioned termination or delay shall be excluded.

## 14 Personal Data

- 14.1 The Seller processes personal data to maintain customer relationships and for advertising purposes in compliance with the provisions of the Federal Data Protection Act (BDSG) and the General Data Protection Regulations. The Seller shall ensure that the Buyer's legitimate interests are not impeded.

## 15 Choice of Law and Venue

- 15.1 These GTCS and the contractual relationship between the Seller and the Buyer shall be subject exclusively to the laws of the Federal Republic of Germany under exclusion of the international uniform law including, but not limited to, UN sales law and international private law.
- 15.2 If the Buyer is a merchant pursuant to the Code of Commerce of Germany, a legal entity under public law, or a special fund under public law, the exclusive venue for all disputes arising directly or indirectly from the contractual relationship, including international disputes, shall be Schwäbisch-Hall, Germany. The same shall apply if and when the Buyer is a business owner pursuant to § 14 of the BGB. However, in any case, the Seller shall be entitled to sue the Buyer at the place of performance of the delivery obligation under these GTCS or under a prevailing separate agreement or at the Buyer's general venue. Prevailing legal regulations including, but not limited to, those regarding exclusive jurisdiction, shall remain unaffected.
- 15.3 If a provision in these GTCS is or becomes invalid or unenforceable, the validity of the remainder of the provisions in these GTCS shall remain unaffected. The Seller and the Buyer undertake to replace the invalid or unenforceable provision with a provision that comes as close as possible to the economic success and purpose of the invalid or unenforceable provision. The same shall apply to gaps in these GTCS.

Date 01.04.2024