

General Terms and Conditions (T&Cs)
of Brandenburger Isoliertechnik GmbH & Co. KG
Taubensuhlstraße 6, 76829 Landau/Pfalz, Germany

A. General Supply Terms

I. Scope

- 1) The parties to the contract are Brandenburger Isoliertechnik GmbH & Co. KG, entered in the commercial register of Landau local court under HRA 1684 (hereinafter referred to as "We"), and the customer (hereinafter hereinafter referred to as "Customer").
- 2) These terms and conditions apply for all our goods and services. They further apply for the initiation, conclusion and execution of all - including future - transactions with the Customer. Terms and conditions of the Customer or of a third party which differ from these Terms and Conditions will not become an element or content of the contract, not even if We remain silent or refer to declarations of the Customer which contain or refer to terms and conditions of the Customer or of a third party, and not even if We accept an offer of the Customer without reservation, perform services without reservation or accept payments from the Customer without reservation.
- 3) Our offers and our services are directed solely at undertakings, legal persons under public law and special fund under public law. The scope of our services is determined by the service description applicable at the time of the offer and the other contract elements, in particular these Terms and Conditions. Service descriptions do not constitute any guarantee or warranty of characteristics of our services.
- 4) Unless otherwise stipulated, our services are limited to the supply of products in accordance with these General Supply Terms regulated under A. For products of the "BB-Friction", "BRA-FLEX", "BRA-FLEX Protect" and "AE 2020" groups, the Customer can commission additional support services during installation or for advisory, training and support services in relation to installation.
- 5) We will only be obliged to perform advisory, training and support services in relation to the installation of products by the Customer if We have expressly agreed this with the Customer. In this case the special terms and conditions regulated under B. below will apply.
- 6) We will only be obliged to perform services to support the Customer during installation if We have expressly agreed this with the Customer. In this case the special terms and conditions regulated under C. below will apply.

II. Written Form

- 1) Insofar as these terms and conditions require written declarations or the parties have agreed that a declaration must be made in writing in order to be effective, telecommunication transmission by fax or email that fulfils the requirements of text form or with which a scanned copy of a declaration that fulfils the written form is transmitted shall be sufficient for the purposes of compliance with this requirement. The transmission of data by email will be at the Customer's risk.
- 2) No verbal secondary agreements are reached. Any amendment to a contract must be made in writing. An agreement to deviate from written form must itself be made in writing. This shall be without prejudice to the possibility of demonstrating individual verbal agreements.

III. Conclusion of the Contract

Our offers are subject to change and do not constitute a legally binding offer, but rather an invitation to submit offers. Only your order constitutes a binding offer. A binding contract will not come about until the Customer has received our written confirmation of order. The content of the confirmation of order alone will prevail. Verbal, telephone and telegraphic arrangements will only be binding if they are subsequently confirmed in writing, unless the binding nature is expressly agreed in the individual case. The Customer will be liable for the

correctness of the documents and information it is to supply, in particular the drawings and user information.

IV. Deadlines for Delivery, Passage of Risk, Place of Performance

1) Delivery periods will be agreed in the form of weekly deadlines before or upon conclusion of the contract and will not become binding until We have committed to them in writing. Commencement of the delivery time We have indicated presupposes that the Customer duly meets its contractual obligations in time. This includes, but is not limited to, the timely receipt of all documents to be supplied by the Customer, the necessary approval (in particular the approvals set out under V. Foreign trade regulations) and permits and compliance with agreed payment terms. If these requirements are not met in time, the deadlines will be extended appropriately. Our deliveries will in principle be made ex works in accordance with the EXW clause of Incoterms as amended from time to time, either through collection by the Customer or shipping "freight collect" on request. We will notify the Customer of the time of collection in sufficient good time that the Customer can take the measures usually required. Adherence to the delivery periods and dates will be governed by the time of dispatch ex works or notification of readiness for collection. The agreed delivery date is met if the items to be supplied are ready for shipping ex works on the delivery date. If the goods cannot be dispatched in time through no fault of our own, delivery dates will be deemed met upon notification of readiness for dispatch.

2) Circumstances and events which could not be prevented even with the due diligence of proper business management will be deemed force majeure. Force majeure of any kind, unforeseeable disruptions to operation, transport or shipping, fire damage, floods, unforeseeable shortages of labour, energy, raw materials or auxiliary materials, strikes, lock-outs, official orders or other hindrances for which We are not responsible and which reduce, delay, hinder or make manufacture, shipping, acceptance or consumption unconscionable shall release us from the duty of delivery or acceptance for the duration and extent of the disruption. If delivery and/or acceptance are delayed by more than eight weeks as a result of the disruption, We will be entitled to withdraw. We will not be obliged to obtain cover from third-party upstream suppliers in the event of the partial or complete losses of our sources of supply. In this case We will have the right to allocate the available quantities of goods having due regard to our own requirements. No other claims for the Customer shall exist.

3) Adherence to delivery deadlines is subject to the reservation that We have obtained the correct supplies in time. Sentences 2-4 of section IV paragraph 2) apply analogously.

4) Partial deliveries and charging for them will be permitted if this does not prejudice performance of the contract.

5) We will only be in default with delivery or performance if the delivery or performance is due and an express written reminder has been given. We will be liable for the loss not caused intentionally or negligently at 0.5% for every full week of delay, but in the aggregate not more than 5%, of the price for that part of the delivery or performance that is in default.

6) Subject to section XV of these General Supply Terms, both claims for damages by the Customer due to delayed delivery or performance and claims for damages in lieu of delivery or performance that exceed the limits specified in paragraph 5) above are excluded in all cases of delayed delivery or performance, even after any deadline We have been set for delivery or performance has expired. The Customer may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay in delivery. These provisions do not entail a change in the burden of proof to the disadvantage of the Customer.

7) The place of performance for delivery and payment shall be our place of business.

8)

a) The time of the passage of risk will be determined in accordance with the EXW clause of Incoterms as amended from time to time. Accordingly, the risk of accidental loss of and deterioration in the delivery items or goods entrusted to us for processing (finishing) under a contract to produce a work shall pass to the Customer upon notification of readiness for collection. Handover of the consignment to the carrier or the departure of the purchased item from our plant or warehouse for the purpose of dispatch will be considered equivalent to notification of readiness for collection provided that the goods are dispatched at the request of

the Customer. All consignments are sent at the Customer's risk from when they leave our delivery plant or warehouse, even if delivery carriage paid was agreed.

b) If collection or dispatch is delayed at the Customer's request or for a reason for which it is responsible, or is made impossible through no fault of our own, the risk will still pass to the Customer upon notification of readiness for collection or readiness for dispatch. In these cases We will have the right to put the goods into storage as We deem fit at the expense and risk of the Customer, to take all measures We consider appropriate for preservation of the goods and to invoice the goods as if delivered. We will likewise have the right to demand reimbursement of the other costs We incur thereby, including any further additional expenses. This shall be without prejudice to the statutory provisions on delay in acceptance. After a reasonable deadline for collection has expired without result, We will further have the right to dispose of the delivery item otherwise and to supply the Customer by a reasonably extended deadline or to supply the Customer at the Customer's expense and risk.

c) The Customer shall pay the costs arising thereby, but at least a storage fee of 0.5% of the invoice amount for each month or part thereof from notification of the readiness for dispatch.

V. Foreign Trade Regulations

1) For the case that We discover circumstances, after concluding the contract, that justify the assumption of a past or future violation of national, European or supranational regulations or US export law or existing authorisation requirements and We immediately and credibly demonstrate these to the Customer, We will be entitled a reasonable period of time in which to examine these facts further. The occurrence of default in performance is excluded by mutual agreement for the period of this examination and of the implementation of a necessary authorisation process. If a necessary authorisation is not granted or cannot be granted on other grounds, We will have the right to refuse performance and to withdraw from the contract.

2) Resale to embargoed countries (total embargo, partial embargo) or to sanctioned persons will always require approval. The Customer undertakes to notify us in the course of the enquiry stage of any planned use of the requested goods for military or nuclear purposes. This shall also apply for the case that the Customer is acting directly or indirectly for third parties and is aware that the requested goods are to be used for the above end purposes.

3) The Customer shall at our request send us without delay, but within not more than ten working days (Monday to Friday), the corresponding end-use certificates in the form prescribed by the German Federal Office for Economic Affairs and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle, BAFA).

4) It is the responsibility of the Customer to ensure that the relevant foreign trade regulations and other laws of its country and of the country to which the goods are to be supplied are observed and implemented. Upon conclusion of the contract, the Customer must inform us in writing of any special issues arising from these regulations, e.g. in relation to the German export list, Annexes I and IV of the EC Dual-Use Regulation or the US Commerce Control List.

5) In the event of failure to comply with the provisions set out in paragraphs 2) to 4), the Customer will be liable for any losses We suffer as a result and shall indemnify us upon first request against any claims brought by third parties in this respect.

VI. Proof of Export

If a Customer who is resident outside the Federal Republic of Germany, or their agent, collects goods and carries or sends them to the foreign territory, the Customer must provide us with the proof of export that is required for tax purposes. If this proof is not provided, the Customer must pay the VAT rate of the invoiced amount that applies for supplies within the Federal Republic of Germany.

VII. Prices, Transportation Costs, Payment Modalities

- 1) The purchase price or remuneration will be set out in our confirmation of order; in the case of inland transactions, VAT at the prevailing rate always applies even if this was overlooked in the confirmation of order. The currency is the euro.
- 2) Unless otherwise confirmed, invoices will be due for payment net without deduction 30 days after the invoice date. We reserve the right to assert further losses resulting from delay.
- 3) Unless delivery free Customer is agreed, our prices do not include the costs of transporting and insuring the goods carried, which shall be borne by the Customer. Goods will only be insured against damage in transit at the request and expense of the Customer. If We have assumed an obligation to ship, this will not alter anything with regard to the passage of risk, the place of performance and the above provisions. We will select the shipping method and route, but We do not guarantee the cheapest method of transport, full utilisation of the loading weight and desired wagon and container sizes. We will determine the carrier or forwarding agent. The Customer shall bear additional costs arising from any deviating wishes, which must be communicated to us in good time before dispatch. We will take account of the Customer's wishes where possible and at their expense. If the goods suffer damage or loss in transit, the Customer must take an inventory without delay and notify us of the result in writing immediately after receiving the consignment. The damaged delivery must be returned to us by prior arrangement.
- 4) We may withdraw from the contract, demand payment in advance or make our delivery dependent on the furnishing of securities if, after concluding the contract, We become aware of circumstances that cast doubt on the credit standing or solvency of the Customer. These rights shall in particular exist if due enforceable claims of a not insignificant amount (at least 5% of the total price of the respective contract) are not settled despite a reminder immediately or e.g. if a request is filed for the opening of insolvency proceedings.
- 5) The Customer shall grant us a right of lien on the material provided to us for fulfilment of the order and any claims in lieu thereof to secure all present and future claims arising from the business relationship with the Customer. If the Customer defaults in payment or defaults in credit, We will have the right to realise the pledged material on the open market at the market price, or in the case of non-listing at the average German market price, on the day of default in payment or default in credit.
- 6) If the Customer is not willing to pay in advance or to furnish the security, We will have the right to withdraw from these contracts with a reasonable notice period and at our option to demand compensation in damages for failure to perform or reimbursement of our expenses.

VIII. Binding Nature of Drawings, Illustrations, Measurements and Weights

Unless they have been expressly indicated as binding, drawings, illustrations, measurements and weights are approximate only. For the delivery of goods, We reserve the right to deviations in diameter, weight, dimensions, number of items or structure and quality due to raw materials or production; customary overlengths or underlengths of up to 10% are permissible, provided that this does not conflict with DIN / EN / ISO standards, and do not justify complaints or price reductions. If no DIN standards or material data sheets exist, the corresponding EN or ISO standards shall apply; in the absence of such standards, commercial practice shall apply.

IX. Property Rights

- 1) If the contract products are to be manufactured according to the Customer's specifications, the Customer assumes the guarantee that no third-party property rights are infringed by their manufacture and delivery.
- 2) If, in this case, third parties prohibit us from manufacturing and delivering with reference to property rights to which they are entitled We will have the right to suspend manufacture or delivery and to demand reimbursement of our expenses.
- 3) We will not be obliged to verify the legal situation.
- 4) In these cases the Customer will have no claims to compensation in damages.
- 5) The Customer shall reimburse us for losses We suffer from the infringement of property rights and indemnify

us against claims brought by third parties. We must be paid on demand the advance costs of any litigation.

X. Documents, Confidentiality

1) We reserve title or copyright to all offers and cost proposals We have given and to all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources which We have made available to the Customer. The Customer must obtain our express written consent before making these items themselves or their content accessible to third parties, disclosing them, using them or allowing third parties to use them, or reproducing them. At our request, the Customer must return these items to us in full and destroy any copies which may have been made if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

2) If the Customer comes into contact with our trade secrets and/or know-how in the course of fulfilment of the order, it must keep them secret and take precautions to ensure that our legitimate interests are not violated and that our findings worthy of protection are only used in connection with the order or the subsequent use of the object of the order itself. In particular, the Customer shall bear the burden of proving that the trade secrets and/or the know-how were known to it previously or at least were obvious.

3) The Customer has a duty to treat all commercial and technical details relating to the engagement as trade secrets. It remains bound to keep the documents and information confidential even after the respective order has been executed. Reproduction is only permissible within the scope of operational requirements and copyright provisions. Disclosure to third parties shall always require our written consent.

XI. Tools

The Customer shall bear the costs for the manufacture, procurement, modification, repair or provision of moulds and tools. We will retain title to such moulds and tools and all associated copyright even after payment. This will not apply if the Customer provides its own moulds or tools for execution and We have not substantially modified them. Any exclusive right concerning the delivery of the products manufactured from the moulds must be expressly agreed with the Customer. We undertake to keep the moulds and tools paid for by the Customer available until they wear out naturally, but for not more than two years after the last delivery.

XII. Quality Specifications, Advice, Material Testing

1) We only warrant particular characteristics of our goods or services on the express wish of the Customer and only guarantee them if We have expressly mentioned this in our written confirmation of order. References to technical product descriptions, material properties, DIN regulations, sales brochures and the like are not a guarantee of the characteristics set out therein. Under no circumstances is a characteristic that is only determined after mixing or combination with other substances or items deemed guaranteed. Public statements, promotion and advertising do not constitute specifications of the quality of our products.

2) Verification of the suitability of the delivered or processed goods for its own operational use or further processing and selection of the quality of the goods are the responsibility of the Customer alone. This applies in particular for compliance with statutory and official regulations when using our products.

3) If We offer technical information or recommendations or provide advice without being expressly engaged within the meaning of section A. I. 4) - 6) and this information, recommendation or advice is not part of the contractually agreed written scope of performance owed by us, this is only to be understood as general, non-binding assistance, even in relation to any third-party property rights, unless otherwise stated in the respective agreement. In the case of any such general, non-binding assistance, it is the responsibility of the Customer to verify the accuracy of this information, recommendation or advice either itself, through a third party or through us by express engagement. The application, use and processing of the products are beyond our control and are therefore the sole responsibility of the Customer.

4) If the addition of a chemical analysis or technical physical data of a material test is contractually stipulated, We will only be responsible for their reliability according to the testing possibilities of our company laboratory.

XIII. Packaging Material

- 1) Unless otherwise agreed, We will determine the type and extent of packaging. The packaging will be chosen with due care according to our best judgment. Any packaging above and beyond the purpose of transportation or any other special protection, e.g. for longer-term preservation or storage, shall require express agreement.
- 2) Unless otherwise agreed, We will only take packaging material back to the extent that We are obliged to do so under the German Packaging Ordinance.

XIV. Duties to Give Notice of Defects, Material Defects, Limitation Period, Recourse Claims, Withdrawal, Compensation

1) The Customer's rights relating to defects and all contractual claims to compensation in damages on account of our deliveries presuppose that the Customer has duly fulfilled the duties it owes under section 377 of the German Commercial Code (Handelsgesetzbuch, HGB) to inspect and to give notice of defects, failing which the defect will be deemed approved. After receipt of the delivery item or the goods We have processed the Customer shall inspect them to the extent customary in the trade and shall notify us immediately in writing of any material or processing defects. We must be notified of hidden defects without delay after discovery of the fault. At our demand, the Customer shall allow us to inspect the goods that are the subject of the complaint and shall not make any changes to them through further processing, installation or other operational use until a decision has been made on the acknowledgement/rejection of the complaint. All claims based on defects will lapse in the event of any culpable breach of this duty on the part of the Customer. In the event of complaints, the Customer shall immediately give us an opportunity to inspect the object of the complaint. If the complaints are unjustified, We reserve the right to charge the Customer the freight and transfer costs and the cost of inspection. Giving notice of defects shall not release the Customer from its obligation to meet its payment obligations.

2) We will be liable for material defects that already existed in our supplies and performances of works at the time of the passage of risk as follows:

a) We shall first be given an opportunity to effect renewed performance at our option within a reasonable period of time. If the renewed performance fails, the Customer can - notwithstanding any claims to compensation - withdraw from the contract or reduce the remuneration.

b) Claims based on defects shall not exist in the case of only a minor deviation from the agreed quality, in the case of only a minor impairment of serviceability, where there is natural wear and tear or damage which occurs after the passage of risk as a result of improper or negligent use, excessive stress, unsuitable operating equipment, defective construction work or unsuitable foundations or on the basis of particular external influences which are not presupposed by the contract. If the Customer or third parties carry out modifications or repairs incorrectly, no claims based on defects shall likewise exist for these and the resulting consequences.

c) Claims by the Customer for expenses necessarily incurred for the purpose of renewed performance, in particular transportation, travel, labour and material costs, are excluded if the expenses increase because the object of the delivery or service has subsequently been moved to a location other than the Customer's branch establishment.

d) The limitation period for rights and claims based on defects - particularly contractual and non-contractual claims for compensation - in our supplies and performances of works is 1 year from delivery, or from acceptance if an acceptance was expressly agreed.

The above limitation period will not apply if the law prescribes longer time limits in the cases of sections 438(1) no. 1a) of the German Civil Code (Bürgerliches Gesetzbuch, BGB) (claims based on defects in the products if the defect consists of a right in rem of a third party on the basis of which surrender of the products may be demanded), section 438(1) no. 2 (purchase in relation to a building or thing that has been used for a building in accordance with the normal way it is used and has resulted in its defectiveness of the building), section 445b in conjunction with section 478(2) BGB (supplier recourse where the last contract in the supply chain is for the

sale of consumer goods) and section 634a(1) no. 2 BGB (contract for a building or work the result of which consists of the rendering of planning or monitoring services for a building), nor for claims for compensation according to section XV paragraph 1) of these General Supply Terms. In these cases the respective statutory limitation period shall apply.

3) In the case of withdrawal by the Customer, the latter must also pay compensation for any deterioration in the delivery item due to use in accordance with the contract.

4) If acceptance of the work has been agreed, acceptance must take place in our plant or warehouse within one week of the date on which readiness for acceptance is notified. The Customer shall bear the costs of acceptance. If the Customer does not accept the delivery item within this one-week period, it will be considered accepted. Insofar as We have not assumed a guarantee for the quality of the work or have not fraudulently concealed a defect, the rights of the Customer based on a defect are excluded after the agreed acceptance has been carried out by the Customer if the Customer has not given notice of the defect even though it could have discovered it during the agreed type of acceptance, i.e. it did not discover the defect due to negligence.

5) Measures of renewed performance, that is the delivery of a defect-free item or rectification of the defect, will not cause the limitation period to recommence, but will instead suspend the limitation period applicable to the original delivery item for the duration of the subsequent renewed performance measure carried out. In case of doubt, our renewed performance does not constitute acknowledgement within the meaning of section 212(1) no. 1 BGB.

6) These provisions do not entail a change in the burden of proof to the disadvantage of the Customer.

7) In other respects claims to compensation are governed by section XV (Liability). Further claims or claims of the Customer against us and our vicarious agents due to a material defect other than those regulated in this section XIV are excluded.

8) Unless expressly determined otherwise, the statutory provisions concerning the commencement of the limitation period, the suspension of expiry, the suspension and the recommencement of time limits shall not be affected.

XV. Liability

(1) We will be liable without contractual restriction in accordance with statutory provisions

a) for intent;

b) for losses to the extent that these are founded on the absence of a quality of goods or the performance of a work for which We gave a guarantee or to the extent that We maliciously failed to disclose a defect in goods or the performance of a work;

c) for losses arising from loss of life, physical injury or damage to health which are founded on an intentional or negligent breach of duty by us or otherwise on the intentional or negligent conduct of a legal representative or vicarious agent of ours;

c) for losses other than those listed under c) above which are founded on an intentional or negligent breach of duty by us or otherwise on the intentional or grossly negligent conduct of a legal representative or vicarious agent of ours;

e) according to the German Product Liability Act (Produkthaftungsgesetz, PHG), the EU General Data Protection Regulation (GDPR) or the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG).

(2) In cases other than those listed in section 1, our liability will be limited to compensation for the foreseeable loss typical for such a contract to the extent that the loss is founded on a negligent breach of cardinal duties by

us or by a legal representative or vicarious agent of ours. Cardinal duties are substantive duties the fulfilment of which is a prerequisite for performance of the contract and on the observance of which the Customer may and does routinely rely.

(3) In cases other than those listed in sections 1 and 2, our liability for negligence will be excluded.

(4) This is without prejudice to the defence of contributory negligence.

(5) These provisions will apply for all contractual and non-contractual claims to compensation for losses that are brought against us, regardless of their legal basis, and accordingly for liability for compensation for expenses incurred in vain.

XVI. Reservation of Title

1) All delivery items shall remain our property until our purchase price or remuneration claims against the Customer (also from earlier or subsequent transactions) and any ancillary claims (e.g. penalty interest, reminder fees) have been settled in full. The reservation of title shall also apply for claims that are deferred or not yet due and for claims against the Customer that We hold or acquire on legal grounds other than a purchase contract, a contract for work and materials or a contract for work and services, in particular in the event of replacement of the aforementioned claims by abstract bill of exchange or cheque claims. The Customer only has the right to dispose of the reserved goods, in particular to resell them or process them further, in the ordinary course of business, until revocation by us.

2) Any treatment or processing of the reserved goods by the Customer shall be for us, and the Customer shall not accrue claims to a remuneration from us on that account. If the combination of the reserved goods with parts which do not belong to us results in a new item or single entity, We shall acquire a joint ownership share therein in the ratio of our invoice value for the reserved goods to the manufacturing or purchase value of the third-party parts. The Customer shall preserve the reserved goods for us free of charge and shall insure them to the customary extent against the usual hazards such as fire, theft and water. The Customer hereby assigns to us in the amount of the invoice value of the goods its claims to compensation against insurance companies or other obligated parties arising from losses of the above type. We accept the assignment.

3) The Customer assigns to us in advance the claims against the secondary buyer arising from the resale of reserved goods, in the case of goods owned jointly pro rata in the value ratio of sentence 2 of paragraph 2 (extended reservation of title). If the reserved goods have increased in value through processing or other finishing measures by the Customer, the advance assignment will be limited to the amount of our invoice value plus 10%. The Customer shall not assert the unassigned portions of the claim to our disadvantage. In the ordinary course of business the Customer will have the right to collect the claims itself for as long as We do not issue any instruction to the Customer. If our claims are due, it must pay the amounts it has collected to us immediately. However, the Customer will be obliged to inform us of the third-party debtors on demand and to notify them of the assignment. This shall be without prejudice to our right to collect the claim ourselves. However, We undertake not to collect the claim for as long as the Customer discharges its payment obligations from the collected proceeds and is not in default of payment, and in particular no request for the opening of insolvency proceedings has been filed and payments have not been suspended. If the Customer has assigned the claims arising from the resale of reserved (jointly owned) goods in favour of third parties (in particular lending banks) earlier than to us, this shall not be deemed a sale in the ordinary course of business. Use of the reserved goods to fulfil contracts for work and services will be deemed a resale within the meaning of this paragraph 3.

4) The Customer shall inform us without delay of any attachment or other impairment by third parties of our reserved goods or of the claims (partial claims) arising from their resale that are assigned to us in advance. The Customer shall on demand allow entry into its business premises for the purposes of ascertaining, identifying, storing separately or removing reserved goods. The Customer undertakes to disclose to us the information necessary for the assertion of claims assigned to us in advance against secondary buyers and to provide us with copies of the necessary supporting documents from its business records.

5) If our rights under simple or extended reservation of title in combination with any other in rem securities furnished to us by the Customer exceed the value of our claims arising from the business relationship by more than 10%, We will release securities of our choice at the Customer's request.

6) If, in the case of sales abroad, the reservation of title agreed in this section XVI is not permitted with the same effect as in German law, the goods shall remain our property until all our claims arising from the contractual relationship established by the sale of the goods have been settled. If even this reservation of title is not permitted with the same effect as in German law, but it is permitted to reserve other rights in the goods, We will have the authority to exercise all these rights. The Customer has a duty to cooperate with measures that We wish to take in order to protect our reservation of title or another right in the goods in place thereof. In the event of gross violations of this duty of cooperation, the Customer shall reimburse us for the losses and/or additional expense We suffer as a result.

XVII. Defence of Uncertainty, Set-off and Retention

The Customer can set off its claims against claims of ours without contractual restriction in accordance with statutory provisions to the extent that its claims are undisputed, have been declared final in a court of law or are ready for adjudication or are mutually related to our claims or continue such a mutual relationship, e.g. to the extent that the Customer has claims against us based on defects. If this is not the case, set-off by the Customer is excluded.

The Customer can only assert a right of retention vis-à-vis a claim of ours if its counterclaim is based on the same contractual relationship as our claim.

XVIII. General Clauses

1) The contract is governed by the laws of the Federal Republic of Germany, excluding the UN Sales Convention (CISG) and renvoi.

2) The sole place of jurisdiction for all disputes arising between us and customers, merchants, legal persons under public law or special fund under public law from or in connection with the contract is at our option the place of business of the Customer or our place of business.

In derogation of sentence 1, the sole place of jurisdiction for disputes within the meaning of sentence 1 in the case of actions or other legal proceedings brought by a Customer shall be our place of business.

If the Customer is not a merchant, legal person under public law or special fund under public law, our place of business shall be the sole place of jurisdiction for all disputes arising from or in connection with the contract

a) if the Customer does not have a general place of jurisdiction in the Federal Republic of Germany or

b) if the Customer relocates its domicile or habitual place of residence out of the Federal Republic of Germany after the contract has been concluded or its domicile or habitual place of residence is not known at the time the action is brought.

The agreement on the place of jurisdiction will not apply if the law or the relevant legal proceedings provides for a sole place of jurisdiction for the action.

3) If a provision of the contract has not become an element of the contract or is or becomes ineffective or unenforceable either wholly or in part, the rest of the contract shall remain effective. The ineffective or unenforceable provision shall be replaced by way of interpretation or alternatively reinterpreted or alternatively separate agreement by an effective and enforceable provision that corresponds or comes closest to the meaning and purpose of the ineffective or unenforceable provision, provided that the content of the contract is not materially changed thereby. This shall apply mutatis mutandis in the case of loopholes.

B. Special Terms and Conditions for Advisory, Training and Support Services for the Installation of Products

I. Scope

- 1) These Special Terms and Conditions for Advisory, Training and Support Services for the Installation of Products (section A. I. 6) of the General Supply Terms) are intended for incorporation in contracts relating to the performance by us of advisory and training (section II.1 below) and support (section II.2 below) services for the customer within the scope of the installation of products in return for the agreed remuneration (section IV).
- 2) Services under these special terms and conditions are only provided for products of the “BB-Friction”, “BRA-FLEX”, “BRA-FLEX Protect” and “AE 2020” groups.
- 3) We will perform our customer advisory, training and support services for installation on the basis of the law of contracts for services in accordance with these terms and conditions, regardless of any purchase contract to be concluded separately in relation to our products.
- 4) Sections I (Scope), II (Written Form), III (Establishment of the Contract), V. (Foreign Trade Regulations), VIII (Binding Nature of Drawings, Illustrations, Measurements and Weights), IX (Property Rights), X (Documents, Confidentiality), XI (Tools), XII (Quality Specifications, Advice, Material Testing), XV (Liability), XVII (Defence of Uncertainty, Set-off and Retention) and XVIII (General Clauses) of our General Supply Terms (under A. above) shall also apply. In all other respects our General Supply Terms do not apply to advisory, training and support services unless otherwise stipulated. Provisions in these special Terms and Conditions of Advisory, Training and Support Services for the Installation of Products will always take precedence in the event of conflicts with provisions in our General Supply Terms unless expressly agreed otherwise with the documented intention of deviating.

II. Our Services

II.1. Advice and Training

- 1) Performance of the advisory or training services requires the agreement of a period of time within which We are obliged to perform these services. Unless agreed otherwise with the customer, We will have the right to choose to perform the advice and training remotely (e.g. virtually using commercial video conference systems) or at a particular location (e.g. the customer's premises).
- 2) The customer is obliged to make the customer-specific information that We require for our services available to us in advance, in particular the site, plant and machine-specific data of relevance for installation of the products.
- 3) The object of the advice and training is solely our products and their installation. Where our products are to be installed in machines of the customer or of third parties or otherwise connected with other objects, our services will not extend to these machines and other objects. We will employ our best efforts and knowledge to provide the training or advice in order to communicate to the customer's employees the information that is relevant for the installation of our products. However, no particular success is owed.
- 4) Unless agreed otherwise with the customer, our services relate to the following aspects of relevance for the installation of our products:
 - Material properties of the products
 - Attachment system
 - Recommendations for preparatory work and installation process
 - General information on typical errors in installation

II.2. Support for the Customer during Installation

1) Unless expressly agreed otherwise, We will only be obliged to perform support services during installation if We have expressly agreed this with the customer and they relate to products which the customer acquired from us.

2) The customer will perform installation of the products under its own responsibility using suitable personnel and shall appoint a project manager who will be available to us for the duration of the preparation and installation of the products. Further details are set out under section III (Customer's Responsibilities and Cooperation Services). We will employ our best efforts and knowledge to support the customer in installation to the agreed extent, but We will not owe installation success.

3) Unless a particular type of support service has been agreed with the customer, We will have the right to choose to perform the support services remotely (e.g. virtually using commercial video conference systems) or at the place of installation.

4) Unless agreed otherwise with the customer, during installation of the products our support will comprise the following services, whether remotely or on site:

- Advice on preparation of the products for installation (e.g. cleaning)
- Communication of installation recommendations
- Support for the execution of installation by the customer
- Availability in the event of queries from the customer

5) The contractual and in particular timely performance of our support services presupposes fulfilment of the responsibilities of the customer and the contractual and in particular timely performance by the customer of the necessary cooperation services (see also section III) at its own expense. If the customer does not fulfil its responsibilities and perform its cooperation services, or does not do so according to contract, our obligation to perform support services will lapse to the extent and for the period in which their performance is dependent on the prior fulfilment of responsibilities and performance of the customer's cooperation services. The customer will bear any disadvantages and additional costs that arise because it does not fulfil its responsibilities or perform its cooperation services.

II.3. Rights of the Customer in the case of Non-contractual Performance

Unless expressly agreed otherwise, the rights of the customer in the case of non-contractual performance will be governed by the statutory provisions of the law of contracts for services. Claims of the customer to compensation for losses and expenses due to non-contractual performance are limited in accordance with section XV (Liability) of the General Supply Terms.

II.4. Termination

Unless We have agreed otherwise with the customer, the contract is of indefinite duration and each party will have the right to terminate the contract ordinarily with effect at the end of any calendar month, observing a notice period of one week. If We agree a particular term for performance of the services or a particular time limit for performance of the services, the contract will end at the end of the term or end of the time limit. In this case there will be no right of premature ordinary termination. This shall be without prejudice to the right of extraordinary termination for good cause. Notice of termination must be given in writing in order to have effect. The existence of the contract to perform advisory, training and support services shall be without prejudice to the existence of the purchase contract.

III. Customer's Responsibilities and Cooperation Services

1) The customer shall perform the installation of our products under its own responsibility and using suitable personnel who have the necessary experience and specialist knowledge, and using suitable equipment. The customer must provide all items required for installation (e.g. tools, fixtures etc.) at its own expense.

2) On conclusion of the contract or immediately thereafter, the customer shall nominate a suitably qualified contact person as project manager who, for at least the duration of our services,

- a) will be available on the installation site within the usual times in which installation is being carried on;
- b) can take or bring about the necessary decisions without delay; and

c) is authorised to make and to receive binding declarations concerning installation with effect for and against the customer.

3) The customer shall take the necessary measures to protect people, in particular our personnel, and property at the place of installation. In the case of on-site support, the customer shall inform our personnel of existing safety instructions and potential hazards to the extent that these are of significance for our personnel.

4) In the case of on-site support, the customer shall ensure that the place is suitable for installation and that our personnel have unhindered access to this site. It shall also make suitable sanitary facilities (inc. WC and showers) and changing rooms available to our personnel..

IV. Remuneration

1) Unless expressly agreed otherwise for some or all of the services, e.g. a fixed price, the customer shall pay us the remuneration agreed for our respective services according to the time spent. The amount of the remuneration according to time will be calculated on the basis of the time spent, the employees used according to the contract and the daily or hourly rate agreed for the respective employees. If the amount of a remuneration is not expressly agreed, the remuneration that We offer third parties for comparable services ("List Price") will be deemed agreed.

2) Sections VII and XVII of the General Supply Terms shall apply in all other respects.

C. Special Terms and Conditions of Installation Support

I. Scope

- 1) These Special Terms and Conditions of Installation Support (section A. I. 5 of the General Supply Terms) are intended for incorporation in contracts relating to the performance of support services concerning installation (section II below) for the customer in return for the agreed remuneration (section III).
- 2) Services under these special terms and conditions are only provided for products of the "BB-Friction", "BRA-FLEX", "BRA-FLEX Protect" and "AE 2020" groups.
- 3) Unless agreed otherwise or evident from the circumstances, our services in support of the customer during installation ("Our Services") constitute an ancillary service to the purchase contract relating to the products. Our General Supply Terms under A. above) shall additionally apply to the above ancillary service, with the exception of section IV paragraphs 5 to 8 and section VII of the General Supply Terms. Provisions in our Special Terms and Conditions of Installation Support will always take precedence in the event of conflicts with provisions in our Sales Terms unless expressly agreed otherwise with the documented intention of deviating.

II. Installation

II.1. Our Services

- 1) We will only be obliged to perform services to support the customer during installation if We have expressly agreed this with the customer. Application of the following provisions under section II presupposes that such an installation agreement has been concluded. Unless expressly agreed otherwise, We will only be obliged to perform individual support services, not to completely install the products. Services in connection with the installation that extend above and beyond the agreed support services are a matter for and the responsibility of the customer.
- 2) Unless expressly agreed otherwise, We will only be obliged to provide installation support for products which the customer acquired from us.
- 3) Where We have agreed a time limit for installation, this will be deemed observed if the installation support is ready for approval by the customer before the time limit expires.
- 4) If the installation support is delayed due to force majeure or the occurrence of other circumstances for which we are not responsible, the time limit will be extended accordingly to the extent that such obstacles have a bearing on the performance of the installation support.

II.2. Obligations to Provide Materials and other Cooperation Services of the Customer

- 1) The contractual and in particular timely performance of our installation services presupposes the contractual and in particular timely performance of the necessary obligations on the customer to provide materials and other cooperation (together "Cooperation Services") at its own expense. If the customer does not perform its Cooperation Services, or does not do so according to contract, our obligation to perform services will lapse to the extent and for the period in which their performance is dependent on the prior performance of the customer's Cooperation Services. The customer will bear any disadvantages and additional costs that arise because it does not perform its Cooperation Services.
- 2) The customer will perform the following Cooperation Services in particular:

- a) Insofar as the provision of employees of the customer is either agreed or required to a reasonable extent for execution of the contract or the provision of Our Services, the customer shall instruct such employees to the necessary extent to perform the respective Cooperation Services in accordance with the contract. The employees selected by the customer for this purpose must have the experience and specialist knowledge necessary for performance of the respective Cooperation Service. The customer shall release the employees charged by it with performing the respective Cooperation Service from their other duties to the necessary extent.
- b) On conclusion of the contract or immediately thereafter, the customer shall in particular nominate a suitably qualified contact person as project manager who, for at least the duration of the installation services,
- aa) will be available on the installation site within the usual times in which installation is being carried on;
 - bb) can take or bring about the necessary decisions without delay; and
 - cc) is authorised to make and to receive binding declarations concerning installation with effect for and against the customer.
- c) The customer is obliged to make the customer-specific information that We require for our support services available to us in advance, in particular the site, plant and machine-specific data of relevance for installation of the products.
- d) The customer shall take the necessary measures to protect people, in particular our installation personnel, and property at the place of installation. The customer shall inform our installation personnel (in particular our installation manager) of existing specific safety instructions and potential hazards to the extent that these are of significance for our installation personnel.
- e) The customer shall inform us of the location of concealed power, gas and water lines and pipes.
- f) The customer shall ensure that the place is suitable for installation and that our installation personnel have unhindered access to this site.
- g) The customer shall make available to our installation personnel at its own expense
- aa) the items and materials required for installation and commissioning, as well as scaffolding, lifting tackle, cranes and other equipment;
 - bb) utilities with the necessary connections up to the point of use;
 - cc) adequate lighting;
 - dd) dry and lockable rooms for the storage of work equipment as well as work, rest and changing rooms for the installation personnel, including sanitary facilities, at the place of installation;
 - ee) non-industry protective clothing and protective devices that are required due to the special circumstances of the installation site, transport goods for the intended purpose, pallets, transport racks, plant-related aids and other items that are required for commissioning and any agreed trial operation;
 - ff) packaging for the transport of the installation parts that is suitable for onward transport with forklift trucks;
 - gg) a theft-resistant place for the storage of installation parts following delivery to the place of installation;
 - hh) means for the disposal free of charge of waste, including packaging material, arising within the scope of performance of the services. The customer shall to that end provide suitable containers for collecting

the waste which are to be erected in the immediate vicinity of the place where the services are performed.

III. Remuneration

1) Unless expressly agreed otherwise for some or all of the services, e.g. a fixed price, the customer shall pay us the remuneration agreed for our respective services according to the time spent. The amount of the remuneration according to time will be calculated on the basis of the time spent, the employees used according to the contract and the daily or hourly rate agreed for the respective employees. If the amount of a remuneration is not expressly agreed, the remuneration that We offer third parties for comparable services ("List Price") will be deemed agreed.

2) Sections VII and XVII of the General Supply Terms shall apply in all other respects.