

General Terms and Conditions - Contract Logistics and Production

1. Scope of application and validity

1.1 These General Terms and Conditions of Contract Logistics shall apply to all logistical (additional) services provided by the Duvember Group of Companies with its affiliated companies (all hereinafter referred to as "Contractor") by commissioning companies (hereinafter referred to as "Client") in the economic context in the field of Contract Logistics and Production.

1.2 The legal relationship between the Contractor and the Client shall be governed by these General Terms and Conditions. They apply exclusively and are an integral part of the contractual relationship; terms and conditions contrary to or deviating from these General Terms and Conditions do not apply unless the Contractor has expressly agreed to their application. They shall also apply if the Contractor accepts them without reservation in the knowledge that the Client's terms and conditions conflict with or deviate from these terms and conditions.

1.3 Furthermore, they shall also apply to future orders until new general terms and conditions apply, even if no separate reference is made to them in individual cases.

1.4 The following terms and conditions shall apply unless otherwise agreed in writing in the contract or in the Contractor's offer.

1.5 The Contractor's agreed offer, on the basis of which the order is placed, shall in any case become an integral part of the contractual relationship between the parties.

1.6 The offer submitted by the Contractor shall be valid for the period specified in the respective offer. After expiry of the validity period, the Contractor is free to recalculate and renegotiate.

2. Performance/ production fluctuations and process changes

2.1 The services to be rendered by the Contractor as well as the quantity and structural framework to be agreed initially shall be noted in the committed offer and shall form the basis of a binding plan. Non-binding planned quantities by the Client shall not be accepted.

2.2 Production fluctuations result from the offer and other changes, in particular also increases in the annual performance quantities, are permissible to the regulated extent and are to be remunerated within the framework of the price list of the committed offer.

2.3 Any fixed, start-up and investment costs shall be paid in full by the Client over the term of the project or may alternatively be remunerated prior to the commencement of the service.

2.4 Furthermore, underruns and overruns within a calendar year (January-December) of the quantity structure planned in section 2.1. lead to higher costs for the Contractor and consequently to higher individual prices, which the Contractor must show and explain to the Client in writing or in text form. The assessment of quantity deviations shall be made by the Contractor retrospectively to the previous calendar year and the Client shall be notified by 31 March at the latest if there are deviations above the agreed percentage, whereby the agreed quantity deviation shall no longer be taken into account in the calculation of the higher costs.

The Client shall be obliged to pay higher individual prices from the next month after notification by the Contractor, alternatively the Contractor may demand a one-off payment for the respective, retroactive business year. If the Client does not adjust the unit prices or the one-off payment within three months of the Contractor's notification and one reminder or has not given its written consent, the

Contractor shall be entitled to terminate the contract extraordinarily in writing with two months' notice to the end of a calendar month.

2.5 In the agreed offer, a maximum storage range for order processing is agreed. If this is reached, the Contractor has the option to refuse acceptance of the delivered goods or, in the event of acceptance of the goods, to charge the Client for the additional storage space required after prior agreement (in writing or text form). The cost rates shall be agreed with the parties in writing in advance. In the event of refusal to accept the goods, the Client shall not be entitled to claim damages, unless this is contrary to mandatory statutory provisions. The foregoing shall apply accordingly to subsequent changes.

2.6 Process changes that are expressly ordered in writing by the Client shall be carried out by the Contractor, provided that these changes are reasonable. If this is the case and if they can be implemented in the required time, the Client shall be obliged to pay the higher costs from the time of implementation of the process change. The assertion of higher costs by the Contractor shall also apply in the case of so-called process changes that were not agreed at the time of the conclusion of the contract (e.g. different deliveries or different containers, additional necessary activities).

2.7 The range lists to be prepared by the Contractor and made available separately to the Client are not binding and do not serve as a basis for scheduling. The Contractor shall not assume any liability for damages resulting therefrom to the extent permitted by law.

2.8 The Contractor shall not be obliged to perform the service as long as the Client has not sent the Contractor an effective order in the form of a purchase order (PO).

2.9 The Contractor shall not be liable for material provided too late or not at all or damaged, insofar as this lies outside the Contractor's own area of responsibility. Demonstrable additional expenses incurred as a result of this will be charged to the Client.

3. Defect of quality and warranty / retention of title

3.1 The defectiveness of a logistical service is initially determined by the content of the contract, otherwise by the legal provisions applicable to the logistical service concerned.

3.2 As a general rule, the supplier does not give any guarantees.

3.3 A warranty by the service provider exists only insofar as it concerns a deviation from the contractually agreed service, to the extent permitted by law.

3.4 The foregoing shall not apply in the event of fraudulent, grossly negligent or wilful conduct on the part of the Contractor or in the event of injury to life, limb or health or in the event of liability under a statutory mandatory liability provision.

3.5 The notification of the defectiveness by the Client must always be in writing. § Section 305 b BGB remains unaffected.

4. Remuneration

4.1 The Contractor shall receive remuneration for the services to be provided by him on the basis of the agreements made in the respective offer. Additional services shall be invoiced by the Contractor in accordance with the offer. The agreed prices are in euros, plus value added tax. This will be shown separately at the legally prescribed rate. The basis of calculation shall be specified in the offer.

4.2 As a general rule, working hours shall be from Monday to Friday. All deviating activities on Saturdays, Sundays and public holidays as well as other deviating activities shall be invoiced plus the statutory surcharges customary in the respective countries, which shall be stated in the agreed offer. Deviating activities shall be commissioned separately by the Client and shall not be performed prior to submission of an order by the Client.

4.3 Other unavoidable, occurring extraordinary cost increases lead to an adjustment claim of the Contractor with regard to the cost factors affected in the initial or updated cost structure. Extraordinary cost increases are in particular

but not exclusively those resulting from fiscal or legal measures.

5. Invoicing, due date, payment

5.1 The Client is obliged to pay the amount invoiced by the Contractor within 30 days of the invoice date without deduction.

5.2 If partial amounts have been disputed with specific evidence or are demonstrably unclear, the above due date shall apply accordingly to the remaining part.

5.3 Default of payment on the part of the Client occurs if payments are not made after the due date without a reminder being required.

5.4 Default claims shall bear interest from the date of default.

5.5 In addition to the default, a flat-rate default fee of € 40 shall be due.

5.6 In the event of repeated default of payment of at least two times, the Contractor shall be entitled to process future services only against advance payment.

6. Liability

6.1 The Contractor shall only be liable if he is at fault for the damage caused by him.

6.2 Any liability of the Contractor for loss of profit shall be excluded to the extent permitted by law.

6.3 The liability of the Contractor is limited to the following amounts

- in the case of damage to goods to 5,000 euros per claim;

- in the case of damage to goods due to serial damage, by way of derogation, to 50,000 euros;

In the case of serial damage, several incidents of damage shall be deemed to be one incident of damage which occurred at the time of the first of these incidents of damage if they are based either on the same cause, on the same causes with an internal, in particular factual and temporal, connection or on logistical services with the same defects.

- for claims other than damage to goods, to 5,000 euros per claim;

- for all claims within one year to 60,000 euros. The limitation of liability for damage to goods per claim remains unaffected by this.

6.4 The above exclusions and limitations of liability shall also apply to non-contractual claims against the Contractor and his vicarious agents.

6.5 The limitations of liability set out in clause 6.3 do not apply:

- to injury to life, limb or health or to damage to property which is not the subject of the logistics (additional) service ("third party property");

- to the extent that statutory liability provisions, such as the Product Liability Act, are mandatory.

6.6 The Client shall indemnify the Contractor and his vicarious agents against all claims of third parties including his insurer and other costs under the Product Liability Act and other regulations protecting third parties, unless,

- the Contractor or his vicarious agents have brought about the third party's claim through gross negligence or wilful misconduct;

- the Client has insured its liability risk under the Product Liability Act with an excess and has expressly agreed with the Contractor to reimburse this excess to the Client in the event of a claim.

7. Insurance

7.1 The Contractor is obliged to take out and maintain liability insurance with an insurer of his choice at standard market conditions.

7.2 The agreement of a maximum compensation per case of damage, damage event and year is permissible; likewise the agreement of an appropriate deductible of the Contractor.

7.3 The Client shall insure the entire stock of goods himself against natural hazards by way of goods insurance. Upon request by the Contractor, the Client shall also provide

evidence of the conclusion of the insurance policy.

8. Termination and demolition costs

8.1 The term of the contract shall be based on the term stated in the agreed offer, which shall be agreed as a fixed term.

8.2 Both parties have the right to extraordinary termination for good cause. Extraordinary termination shall only be possible in writing and after two written reminders and the unsuccessful setting of a grace period of 30 days in each case.

8.3 The Client is obliged to pay the Contractor the costs and damages arising from premature termination of the contractual relationship (termination costs).

8.4 The termination costs shall be paid by the Client to the Contractor in particular in the following cases:

- if the Client, for whatever reason, is no longer the serial supplier of its respective customer for the supply of the site in the respective project and therefore makes use of its special right of termination, which exists in this case, or
- if the Contractor had to terminate the contract for the aforementioned reason through the fault of the Client, or
- if the Client terminates the contractual relationship before the end of the agreed project term.

8.5 In principle, any termination must be in writing.

9. Right of transfer, prohibition of set-off and assignment, right of retention and lien, retention of title

9.1 The rights and obligations arising from the contractual relationship may be transferred by the Contractor to a subsidiary, sister or parent company affiliated with him. This also applies to the universal succession of the contractual partners.

9.2 With regard to the Contractor's claims, offsetting, retention and other refusals of

performance by the Client against monetary claims of the Contractor are only permissible in the case of undisputed or legally established counterclaims of the Client. A set-off of the Contractor's remuneration against claims disputed by him is not permissible insofar as there are no mandatory regulations to the contrary.

§ Section 215 of the German Civil Code (BGB) remains unaffected.

9.3 The Contractor has a right of lien and a right of retention on the goods in his power of disposal due to all undisputed or legally established due claims to which he is entitled from this contract.

9.4 If the service provider has to transfer ownership of goods to the Client when providing logistical services, these remain the property of the service provider until all claims against the Client to which he is entitled under the contract for logistical services have been settled.

9.5 The Contractor retains title to all goods delivered by him and owned by him until all claims arising from the respective business relationship have been settled.

10. Force majeure/ impediment to performance

Impediments to performance which are not attributable to the sphere of risk of a contracting party shall release the contracting parties from their performance obligations for the duration of the disruption and the extent of its effect.

Such impediments to performance shall include force majeure, riots, acts of war or terrorism, strikes and lockouts, blockade of transport routes, epidemics or pandemics, failures or restrictions of electronic data exchange caused by third parties, cyber-crime by third parties, as well as other unforeseeable, unavoidable and serious events.

In the event of plant closures of the Client or the OEM, the

Client shall continue to be obliged to pay the storage costs, the pro rata rental costs for equipment and the personnel costs during the period of closure. This shall also apply to partial closures.

11. Code of Conduct and Hygiene and Occupational Safety Measures

11.1 The Client shall comply with the Contractor's "Code of Conduct" within the scope of the business relationship (available at: <https://www.duvenbeck.de/CodeOfConduct>).

11.2 When entering the Contractor's premises, the Client shall inform itself in advance about the hygiene and occupational safety measures and guidelines applicable on site during visiting hours and comply with them.

12. Limitation period

12.1 The claims of the Client shall become statute-barred within one year, those of the Contractor within three years.

12.2 The limitation period for all claims begins with the expiry of the day of delivery, in the case of services under a contract for work and services with the expiry of the day of acceptance.

12.3 The above limitation periods shall not apply

- for qualified fault,
- in the event of injury to life, limb or health,
- insofar as statutory limitation provisions are to be mandatorily applied.

13. Jurisdiction, applicable law and place of performance

13.1 The place of jurisdiction for all legal disputes arising from or in connection with the performance relationship shall be Bocholt for all parties involved, insofar as they are or are equivalent to merchants. This place of jurisdiction shall apply exclusively to claims against the Contractor.

13.2 The statutory provisions of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.3 The place of performance for the deliveries and services of all parties involved shall be the location of the Contractor's branch office at which the service is rendered.

14. Severability clause

Should a provision of the contract or a provision in the annexes or other parts of the contract be or become invalid, this shall not affect the validity of the remaining provisions in their entirety. This shall apply mutatis mutandis in the event that the parties have recognisably overlooked a certain point and have not or not yet regulated it. Then, by way of supplementary interpretation of the contract, that shall apply which the parties would have agreed if they had recognised the invalidity or the absence and had made an effective provision coming closest to the economic result and in particular taking into account the mutual objectives of the contract.