

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF BRILEX GESELLSCHAFT FÜR EXPLOSIONSSCHUTZ mbH

1 GENERAL

- 1.1 The business relationship between the buyer and Brilex shall be governed exclusively by the following General Terms and Conditions of sale, delivery and installation of BRILEX (hereinafter referred to as the "GTC"). Any terms and conditions of business of the buyer that differ from these GTC are hereby rejected. They will only be accepted if and insofar as they have been approved in advance by BRILEX in writing. The validity of these GTC is simultaneously agreed with the buyer for all future contracts.
- 1.2 Contracts between the buyer and BRILEX, as well as any amendments or additions to them, must be made in writing. This also applies to verbal agreements and ancillary agreements and to the waiver of the requirement for the written form. This also applies to these GTC. All agreements between BRILEX and the buyer for the purpose of executing a contract are laid down in writing in these GTC.
- 1.3 The BRILEX GTC only apply to companies (§ 14 German Civil Code (BGB)), public sector entities and public sector special funds, but not to consumers.

2 ORDER ACCEPTANCE

- 2.1 Offers made by BRILEX are non-binding. A contract only comes into effect once an order has been confirmed by BRILEX.
- 2.2 The buyer is bound by its order. The buyer can revoke its order if BRILEX has not confirmed it within four weeks of receiving it.
- 2.3 The extent of the delivery obligations of BRILEX, in particular with regard to the property specifications and performance of the products, shall be derived exclusively from the written offer made by BRILEX and/or the written order confirmation issued by BRILEX. Guarantees can only be issued if they are clearly identified as such in the BRILEX order confirmation. Information in brochures, catalogues, etc. shall only be considered to be approximate, unless otherwise stated in the offer and/or order confirmation.
- 2.4 It is exclusively the buyer's responsibility to verify the suitability of BRILEX products for the former's specific purposes (including further processing by the buyer and for the purposes of its customers). Responsibility for the suitability of BRILEX products for the buyer's purposes shall only apply if we have confirmed the suitability in writing or expressly guaranteed it.

3 PRICES AND PAYMENTS; TRANSFER OF RISK

- 3.1 Prices are calculated in euros plus value added tax at the applicable legal rate. BRILEX prices are quoted "ex works" (EXW) Brilon (Incoterms 2010). Packaging, freight, customs fees and approval certificates and material certificates are calculated separately.
- 3.2 Invoices are due for payment immediately upon receipt. The buyer is automatically in default if it has not settled the invoice within 14 days of receipt of the invoice. If any of the outstanding debts are not paid following a payment reminder and a further period of two weeks, all BRILEX claims arising from the business relationship with the buyer become payable immediately. Further deliveries will then only be made against advance payment.
- 3.3 In addition, we shall be entitled to withdraw from the contract if the buyer fails to meet its payment obligations within a time limit set by BRILEX.
- 3.4 The assertion of offsetting and retention rights is only permissible if a counterclaim is recognised by BRILEX or legally established.

4 DELIVERY

- 4.1 Delivery periods and delivery dates are always non-binding, unless they have been expressly confirmed in writing. Delivery periods do not start until all details of an order have been clarified and any necessary permits or approvals have been obtained.
- 4.2 Deliveries are carried out at the risk of the buyer, even in the event of free delivery. Packaging materials are charged to the buyer at cost price. BRILEX is entitled to make partial deliveries.
- 4.3 Delivery delays for which BRILEX is not responsible, in particular due to force majeure or strikes, operational disturbances at BRILEX or at suppliers of BRILEX, shall extend the agreed delivery period for the duration of the hindrance. If, in such cases, the agreed delivery time is exceeded by more than 10 weeks, BRILEX and the buyer have the right to withdraw from the contract. Prior to this, the right to withdraw from the contract exists only if BRILEX has informed the buyer in writing that the contract cannot or can no longer be fulfilled by BRILEX. The above restriction does not apply to fixed-date transactions.
- 4.4 If BRILEX is in default of delivery, the buyer may withdraw from the contract if it has set BRILEX a reasonable grace period of at least 4 weeks in writing and this has passed unsuccessfully. If the buyer does not declare at the time of setting the deadline whether it insists on the fulfilment of the contract or wishes to exercise its right of withdrawal, and if such a declaration is not received by BRILEX within a further two-week period, BRILEX shall be entitled to withdraw from the contract by notifying the buyer in writing. The right of the buyer to demand compensation for damages shall remain unaffected and shall be governed by the conditions set out in Section 9.

5 PURCHASING

- 5.1 If goods are to be sent, the risk is transferred to the buyer upon dispatch. In the case of purchase based on call off, the buyer must request the goods at the latest three months after notification that the order is ready for dispatch.
- 5.2 If the buyer is delayed in purchasing or requesting the goods, BRILEX shall be entitled to withdraw from the contract and to demand 25% of the agreed price as compensation for damages without the need for proof. The buyer is, however, entitled to submit evidence that no damage or significantly less damage has been incurred than the flat rate. The right of BRILEX to claim the actual damages remains unaffected.

6 RETENTION OF OWNERSHIP

- 6.1 The ownership of goods delivered by BRILEX ("goods subject to retention of ownership") shall be transferred to the purchaser only upon final payment of all claims arising and still due to arise as a result of the business relationship. In the case of several claims or running accounts, the retention of ownership acts as collateral for the outstanding balance, even if individual goods deliveries have already been paid for. The retention of title also relates to any new goods resulting from the combination, mixing or processing, in proportion to the invoice value of the combined or mixed goods.
- 6.2 The buyer must insure the delivered goods against fire, theft and water damage for the duration of the retention of ownership and prove the existence of the insurance cover upon request.
- 6.3 The buyer is entitled to sell goods that are subject to retention of ownership within the normal course of business, but is not permitted to pledge the goods or assign them as collateral. The buyer hereby now assigns the receivables arising from the resale or any other legal basis with regard to goods that are subject to the retention of ownership, including all balances due from a current account, to BRILEX as security to the extent of the invoice value of the retained goods. The buyer is irrevocably authorised to collect in its own name the receivables assigned to BRILEX on behalf of BRILEX. Payments received from the sale of our goods or from any other legal basis shall be received and held for us in trust. If the buyer does not properly fulfil its payment obligations to us, it shall be obliged, at our request, to inform its customers of the assignment immediately and to provide us with the information and documents required for collection.
- 6.4 In the event that a third party seizes goods that are subject to retention of ownership, the purchaser shall inform the third party that the goods are owned by BRILEX and immediately notify BRILEX of the seizures.
- 6.5 In the event of a default in payment by the buyer, we shall be entitled to withdraw from the contract, to take back the goods that are subject to retention of ownership and to enter premises in which the retained goods are stored, if a reasonable grace period set by BRILEX has expired without receipt of payment. This applies accordingly in cases pursuant to Section 324 BGB. The buyer hereby now assigns to BRILEX any possible repossession claims against third parties. The right of BRILEX to claim for damages remains unaffected.

7 CLAIMS BY THE BUYER DUE TO DEFECTS AND STATUTE OF LIMITATIONS

- 7.1 We assume responsibility for supplying a product of the proper standard and for using materials that are free of defects to the extent as stated below. The characteristics to be provided by us are based solely on the contents of the order confirmation issued by BRILEX.
- 7.2 The purchaser's rights regarding defects require that they have duly complied with their obligations to investigate and complain in accordance with Section 377 of the German Commercial Code (HGB).
- 7.3 Our defect liability shall be excluded if work has been carried out on the products by another party.
- 7.4 If the performance of BRILEX is defective, i.e. the product is not of the proper standard or the materials are poor, BRILEX is initially entitled and obligated to remedy the defect by way of replacement delivery at its own expense.
- 7.5 The buyer shall have a right to withdraw from the contract or to reduce the price and to claim damages only if the replacement delivery does not provide the required rectification. This is the case, in particular, if BRILEX does not respond to a well-founded complaint by the buyer within a reasonable period of at least three weeks or if the replacement delivery is not satisfactory.
- 7.6 The buyer is only entitled to a right of withdrawal from the contract and a claim for damages beyond the legal requirements instead of the fulfilment of the contract due to breach of non-performance-related obligations pursuant to Section 241 (2) BGB if it has previously warned BRILEX in writing and BRILEX has not rectified the breach in obligation.
- 7.7 The right of the buyer to claim compensation for defects is based in all cases exclusively on the conditions set out in section 8.
- 7.8 In the event that a replacement is impossible or economically unreasonable or commercially unviable, BRILEX is also entitled to withdraw from the contract.
- 7.9 All claims of the buyer against BRILEX due to defects are subject to a statute of limitations of 12 months following acceptance. Section 444 BGB remains unaffected.

8 DAMAGE COMPENSATION AND LIABILITY

- 8.1 If the buyer asserts claims for damages against BRILEX, BRILEX shall only be liable in the event of intent or gross negligence, including intent and gross negligence on the part of vicarious agents. This shall not apply to the culpable breach of obligations essential to the fulfilment of the contractual purpose; in this regard, however, the liability is limited to damages typical of comparable transactions of this type which were foreseeable upon conclusion of the contract or at the latest when the breach of duty was committed. The aforementioned provision shall also apply to claims for compensation for expenses.
- 8.2 As far as is legally permissible and possible, BRILEX's liability for damages is limited to the contractually agreed consideration.
- 8.3 If the limitation in Article 8.2 is not legally permissible, the liability is in any case limited, in terms of the amount and the reason, to the payout from BRILEX's operational liability insurance. Liability damage that is not included in the company liability insurance cannot be claimed against BRILEX. In addition, claims for damages are limited to direct damage; the assertion of consequential damage and property damage claims is hereby expressly excluded.
- 8.4 Claims for damages, insofar as they are not connected with a defect or based on intent or gross negligence on the part of BRILEX or its representatives or vicarious agents, fall under the statute of limitations within one year from the end of the year in which the claim arose and the buyer became aware of the circumstances giving rise to the claim or should have become aware without gross negligence.
- 8.5 Section 444 BGB, claims for damages due to injury to life, body and health and claims under the Product Liability Act remain unaffected by the above provisions.

9 EXPORT CONTROLS

- 9.1 The products may be subject to export and re-export restrictions in some countries in accordance with the applicable laws and regulations there regarding export control, requiring the approval of the government or the authorities responsible for re-exportation or retransfer ("export control regulations").
- 9.2 If the buyer transfers the products to a third party (irrespective of the nature of the provision), the buyer undertakes to comply with all applicable national and international laws and regulations relating to (re-)export control, in particular regarding (but not limited to) embargoes. In addition, the buyer undertakes to obtain and renew all necessary official export authorisations or other similar permits that may be required.
- 9.3 Before transferring products to a third party, the buyer undertakes in particular (but not solely) to check using appropriate measures and ensure that such a transfer does not violate any embargo, and to check if the use of these products in conjunction with certain activities or other products, or trade with certain companies, persons or organisations, is legally prohibited or requires approval in advance.
- 9.4 In the event that the authorities or BRILEX have to carry out export control checks, the buyer undertakes, at the request of BRILEX, to provide all information concerning the respective end customer, the respective destination and the respective intended use of the products immediately, as well as any export control restrictions.
- 9.5 The buyer shall indemnify and hold BRILEX harmless from and against all claims, legal proceedings, measures, fines, losses, costs and damages which are asserted as a result of the non-observance of export control obligations by the buyer. The buyer shall reimburse BRILEX for all resulting damages and costs (direct and indirect).

10 DRAWINGS AND DESCRIPTIONS

- 10.1 If BRILEX provides the buyer with drawings or technical documentation regarding the product or its manufacture before or after conclusion of the contract, these remain the property of BRILEX. The buyer may not use drawings, technical documents or other technical information for any purpose other than that for which it was supplied without the consent of BRILEX. They may not be copied, reproduced or distributed or disclosed to third parties without the consent of BRILEX.
- 10.2 The contractor shall provide information and drawings to the client free of charge to facilitate installation and commissioning as well as future operation and maintenance.
- 10.3 The agreed number of such instructions and drawings shall be provided, but always at least one copy. The contractor is not obliged to procure workshop drawings for products or individual parts.

11 CONFIDENTIAL INFORMATION

- 11.1 Confidential information that BRILEX and the buyer provide to each other shall be clearly marked as confidential with a sign, stamp or label or in clearly written information.
- 11.2 BRILEX and the buyer undertake, in addition to Section 11.1, to maintain the confidentiality of all confidential information received directly or indirectly from the other contracting party, and to use it only in connection with the execution of the contract and services associated with the execution of the contract. They undertake not to disclose such information to third parties or make it available to third parties in any other form. Third parties within the meaning of these General Terms and Conditions are all natural or legal persons who are not associated with the buyer or BRILEX under company law.
- 11.3 Confidential information within the meaning of section 11.2 includes in particular:
- know-how and findings regarding internal processes, organisations etc. of BRILEX or of the buyer, which are obtained or used within the scope of the contract,
 - the description of the execution of the contract,
 - timetables, objectives and ideas relating to the execution of the contract,
 - other non-publicly available information obtained by the contracting parties about the other contracting party during the course of the execution of the contract.
- 11.4 The duty of confidentiality also extends to all employees and agents of the contracting parties regardless of the nature and legal form of the collaboration. The contracting parties undertake to impose a corresponding duty of confidentiality on such persons if this has not already been done.
- 11.5 The duty of confidentiality shall not exist if and insofar as the relevant information is demonstrably well-known at the time of issuance or becomes generally known through no fault of the contracting party committed to confidentiality or was or is legally acquired by a third party or is already known and available to the receiving contracting party.

12 COMPLIANCE

- 12.1 The buyer guarantees and undertakes to comply with all applicable laws, regulations and other statutory requirements with regard to export, import, sale, distribution, marketing and customer service for products and/or services, including, but not limited to, anti-corruption and anti-bribery laws which apply in the country in which the buyer is domiciled or in which the transaction involving the products or services described takes place.
- 12.2 The buyer is forbidden from carrying out any action, either passively or actively, directly or indirectly, which could lead in particular to possible penalties with regard to corruption, undue advantage, fraud or violations of competition law or insolvency law. In the event of a breach of this provision, BRILEX shall be entitled to withdraw from the contract as well as all other agreements, orders or other business relationships with the buyer with immediate effect and to claim damages. This does not constitute a waiver of any other legal remedies.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 BRILEX guarantees that the goods and services provided by BRILEX can be delivered/provided without infringing the rights of third parties.
- 13.2 In the event that claims are made against the buyer as a result of an infringement within the meaning of Section 13.1, BRILEX shall defend the buyer at its own costs, provided that BRILEX is informed immediately of such claims by the buyer and that the buyer grants BRILEX all necessary powers of attorney and representations so that BRILEX can defend against such claims on behalf of the buyer.

14 FINAL PROVISIONS

- 14.1 The place of performance for both parties is Brilon. The place of jurisdiction, including for actions involving checks and bills of exchange, except for dunning procedures, is Arnsberg for both parties. Both parties to the contract are also entitled to appeal to another court which is competent under law.
- 14.2 The legal relations between the buyer and BRILEX arising from or in connection with the business relationship shall be subject to the law of the Federal Republic of Germany, with the exclusion of the UN Convention on the International Sale of Goods.
- 14.3 If one of the above provisions is or becomes invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced, by way of a supplementary interpretation of the contract, with a provision that comes as close as possible to fulfilling the intended commercial purpose. If necessary, the relevant legal provision shall apply.