

General terms and conditions of sale and delivery

I. General

1. Our deliveries and services are provided solely on the basis of the following terms and conditions of sale and delivery as well as mandatory compliance with the con-pearl code of conduct. Conflicting conditions of the contractual partner are only binding for us if and insofar as we have expressly acknowledged them in writing.
2. Other agreements, collateral agreements and amendments require express written agreement. In the same way, all and any declarations to be made in the context of the execution of the sales contracts or in accordance with these terms and conditions must be made in writing. A waiver of this written form requirement or other agreed formal requirements is only possible in individual cases and only by express written agreement. A deviating actual practice shall also not lead to a waiver of the formal requirements.
3. These terms and conditions of sale and delivery shall also apply to future sales contracts until new terms and conditions of sale and delivery apply, even if not referred to in detail.
4. The pronouns "we", "us" and the declined forms such as "our" as well as adverbs such as "on our part" used in the following refer to con-pearl GmbH.

II. offer, order, confirmation

1. Our offers are subject to change. Samples, photos and drawings as well as manual folders sent to us on request shall remain our property and shall be returned to us on request.
2. Unless otherwise expressly agreed in writing, we reserve the right of prior sale.
3. The purchaser shall be bound by orders and purchase orders placed with us even if we have not expressly confirmed them. A change is only possible with our express written approval.
4. Binding contracts are only concluded upon written order confirmation of the offer by con-pearl.
5. All our deliveries are basically ex works. Packaging costs and shipping charges are always at the expense of the buyer.

III. prices

1. Unless expressly agreed otherwise, the prices stated in our price lists and offers as well as the additional conditions listed therein shall apply. We reserve the right to charge the prices valid on the day of delivery.
2. If there are more than four months between our order confirmation and the delivery/service and if price increases occur during this period for which we are not responsible, we shall be entitled to adjust the agreed price in accordance with this price increase and to charge a higher price.
3. We reserve the right to increase prices in accordance with cost increases that have occurred (e.g. energy, wage, ancillary wage and disposal costs, cost of materials).
4. The prices quoted are in EUR and are net plus the applicable value added tax.
5. Obvious errors in both offers and order confirmations do not oblige us to deliver at these prices.

IV. Payment

1. Our invoices are due and payable within 30 days, unless another payment term has been expressly agreed.

2. In deviation from the aforementioned clause, con-pearl reserves the right to demand payment of the products prior to delivery in the event of negative creditworthiness or prior default of payment.
3. Payments shall be made exclusively to us directly or to BFS finance GmbH in 33415 Verl, Germany, unless expressly instructed otherwise. The relevant bank details can be found in the note on the invoice.
4. If the payment deadline is exceeded, we are entitled to charge interest on arrears in the amount of 9% from this date. In addition, we are entitled to charge € 5.00 for each reminder. We reserve the right to claim higher reminder costs and further damage caused by default.
5. If the purchaser has not made a payment on time or has suspended his payments or if facts exist which are to be regarded as equivalent to a suspension of payments, all our claims against the purchaser shall become due immediately, irrespective of the originally agreed due dates and without any special notice being required. We shall be entitled to refuse performance of the contract, without prejudice to its legal validity, until such circumstances have been remedied, unless payment has been secured in some other manner convenient to us. In addition, we are entitled in this case to withdraw in whole or in part from all contracts still in progress with the Buyer at our discretion and in particular without setting a special deadline. Furthermore, we shall be entitled to demand the return of the goods already delivered and to claim damages even without our withdrawal from the contract.
6. Offsetting against our claims is only permissible with claims not disputed by us or legally established. The Buyer's rights to refuse performance and rights of retention shall be excluded unless they are asserted with regard to defects in our delivery for which we are responsible and which we have acknowledged or which have been established by declaratory judgment. In this case, the assertion of the rights to refuse performance and rights of retention shall only be admissible if we have received that part of the remuneration which corresponds to the value of our performance after deduction of the defective part.

V. Delivery

1. Reusable packaging, if a return has been expressly agreed, will only be credited in perfect condition by prepaid return with 2/3 of the calculated value.
2. The purchased goods travel in any case - even when using our own means of transport - at the risk of the buyer. If the goods are not delivered at the request of the purchaser or if the purchaser is in default of acceptance, the risk of loss or depreciation shall pass to the purchaser upon storage of the goods. The costs incurred by the storage shall be borne in full by the Buyer.
3. The delivery periods and dates stated in the order confirmation are non-binding times (approximate times).
4. Any agreed delivery period shall be deemed to have been complied with if the delivery item has left our warehouse by the expiry of the same or the purchaser has been notified that the delivery item is ready for dispatch.
5. If the customer does not accept the products within 10 working days after notification of readiness for shipment, or if the customer does not inform us of the shipping address, or if orders are not placed for call-offs, we shall be entitled to demand immediate payment of the purchase price as well as storage fees to a reasonable extent. In these cases we are entitled to withdraw from the contract.
6. The delivery time shall be extended appropriately in the event of measures within the scope of labor disputes, in particular strikes and lockouts, as well as the occurrence of unforeseen obstacles that lie outside our sphere of influence, insofar as such obstacles demonstrably have a

significant influence on the completion or delivery of the delivery item. This shall also apply if the circumstances occur at sub-suppliers. We shall not be responsible for the aforementioned circumstances even if they arise during an already existing delay. In important cases, we will inform the customer as soon as possible of the beginning and end of such obstacles.

7. If the purchaser suffers damage due to a delay caused by our fault, he shall be entitled to claim compensation for the delay to the exclusion of any further claims. Such compensation shall amount to 1/2 per cent for each full week of delay, but in total not more than 5 per cent of the value of that part of the total delivery which cannot be delivered and used in due time due to the delay.
8. We only deliver on the basis of the reservation of title described in more detail below. This shall also apply to all future deliveries, even if we do not always expressly refer to this again.

VI. retention of title

1. We retain title to the delivered item until full payment of all claims arising from the delivery contract. We are entitled to take back the object of sale if the purchaser acts in breach of contract.
2. As long as ownership has not yet been transferred to the purchaser, the purchaser is obliged to treat the purchased item with care. As long as ownership has not yet passed to him, the buyer must notify us immediately in writing if the delivered item is seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO (German Code of Civil Procedure), the purchaser shall be liable for the loss incurred by us.
3. The purchaser is entitled to resell the reserved goods in the normal course of business. The Buyer hereby assigns to us the Buyer's claims arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the purchased goods have been resold without or after processing. The buyer shall remain authorized to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we shall not collect the claim as long as the buyer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.
4. The processing or transformation of the object of sale by the purchaser shall always be carried out in our name and on our behalf. In this case, the purchaser's expectant right to the purchased item shall continue in the transformed item. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the Buyer's item is to be regarded as the main item, it shall be deemed agreed that the Buyer transfers co-ownership to us on a pro rata basis and shall keep the sole ownership or co-ownership thus created in safe custody for us. To secure our claims against the purchaser, the purchaser also assigns to us such claims as accrue to him against a third party as a result of the combination of the reserved goods with a property; we accept the assignment already now.
5. We undertake to release the securities to which we are entitled at the request of the purchaser insofar as their value exceeds the claims to be secured by more than 20%.

VII Complaints

1. All dimensions are for standard sizes as well as for special sizes, taking into account the tolerances customary in the trade and industry. The color appearance may vary from production lot to production lot and may deviate from product samples, catalogs, brochures and price lists, etc. or previously delivered products. Such production-related color deviations are unavoidable and are therefore expressly reserved. Such color deviations do not constitute a defect. Likewise, excess or short quantities of up to 10% of the delivery volume shall not be deemed a defect, regardless of whether it is a custom-made or assortment product.
2. Con-pearl deals, among other things, with the manufacture of products from recycled plastics. Despite constant quality controls, the mechanical parameters of the processed recycled raw materials in particular are subject to fluctuations due to the fluctuating composition of the starting material. As a result, the individual weight and color of the products can fluctuate. The customer is aware of the fluctuations. He expressly approves this. Samples and specimens available at the customer can therefore only be regarded as procurement examples.
3. If only a part of the delivered goods is defective, this shall not entitle the customer to complain about our entire delivery, unless the partial delivery is of no interest to the customer in this case.
4. Complaints due to defective or incomplete delivery of our goods must be made to us in writing by the purchaser immediately no later than 3 days after receipt of the goods. Later complaints are meaningless and cannot be taken into account by us, unless it can be proven that the defects are hidden. Such hidden defects must be reported to us immediately after their discovery, but no later than 45 days after receipt of the goods.
5. In the event of actual quality defects of the used or unused goods delivered by us of which we have been notified, we shall be entitled to choose between rectification or replacement delivery. Claims of the purchaser for redhibitory action, reduction of the purchase price or damages shall be excluded; in this respect, Section IX of these terms and conditions shall apply accordingly.
6. The buyer shall have the right to withdraw from the contract if we allow a second reasonable period of grace granted to us for the repair or replacement of a defect for which we are responsible to expire fruitlessly due to our fault. The same right of withdrawal shall also apply in case of impossibility or inability of repair or replacement delivery by us.
7. In all cases, the buyer is obliged to first take receipt of the rejected goods and to wait for our written declaration of readiness for rectification or replacement delivery.
8. The delivery of goods II. The delivery of goods of the second choice and of lot goods shall be effected in principle under exclusion of any liability for defects, unless defects have been fraudulently concealed.
9. The return of rejected goods shall only take place, without exception, after our prior written consent has been obtained from the purchaser, and free of charge.
10. The crediting of the goods taken back by us shall, subject to a prior agreement to the contrary, generally take place at the respective daily price.
11. If the complaints submitted prove to be unfounded, we shall be entitled to charge a processing fee of 5% of the net value of the goods, at least €50.00 per complaint, for processing the complaint.
12. Inappropriate or improper processing, storage or use of our goods by the buyer releases us from any liability for repair or replacement.

VIII. custom made products

1. If we manufacture goods according to samples, models, drawings or other specifications of a purchaser, the purchaser shall guarantee that the manufacture and sale of these goods do not infringe the rights of third parties, in particular industrial property rights.
2. The buyer shall indemnify us for all damages incurred by us from the assertion of such rights. In addition, the buyer shall reimburse us for any costs incurred in the course of representation or legal defense with respect to such infringements.

IX. Disclaimer

1. We shall not be liable for the fact that the goods offered and sold by us comply with laws, regulations or directives which deviate from or go beyond the laws, regulations and directives applicable in the area of the European Union, unless we have been informed in advance by the buyer of the deviating or going beyond regulations and have expressly accepted them as binding.
2. Furthermore, we are not liable for the fact that the goods offered and sold by us may be freely distributed or used outside the European Union without additional authorization, unless we have expressly assured the buyer of this in writing beforehand.
3. We shall only be liable for ordinary negligence - except in the case of injury to life, limb or health - if material contractual obligations (cardinal obligations) have been breached. In this case, liability shall be limited to the foreseeable damage typical for the contract, however, up to a maximum amount of EUR 100,000.00.
4. We shall not be liable for compensation for indirect and unforeseeable damage, in particular loss of profit, irrespective of the legal grounds on which liability is derived (delay, impossibility, poor performance, tort, positive breach of contract, culpa in contrahendo).
5. Otherwise, our liability is limited to intent and gross negligence.
6. Any further liability is excluded - regardless of the legal nature of the asserted claim. However, the above limitations or exclusions of liability shall not apply to any strict liability prescribed by law (e.g. under the Product Liability Act) or liability under a strict warranty.
7. Insofar as liability is excluded or limited in accordance with the above, this shall also apply to the personal liability of our employees, representatives, bodies and vicarious agents.

X. Working materials, tool transfer and intellectual property rights

1. The process descriptions, drawings, drafts and other information prepared by us shall remain our property.
2. Lithographs, printing plates, printing rollers, tools, models, molds, etc. produced for the execution of the customer's order shall become the customer's property upon payment by the customer.

X. Place of performance and jurisdiction, applicable law

1. Unless otherwise agreed in individual cases, the place of performance for our services shall be our registered office in Geismar, and for payments by the Buyer our registered office in Geismar or 33415 Verl.
2. The place of jurisdiction shall be the court having subject-matter jurisdiction for our registered office; however, the purchaser may also be sued at his registered office.
3. The law of the Federal Republic of Germany shall apply exclusively, unless otherwise agreed in individual cases. The application of the uniform purchase laws in the Hague Convention on Contracts for the International Sale of Goods or the UN Convention on Contracts for the International Sale of Goods is excluded.

XI Severability clause

Should one or more provisions of these Terms and Conditions of Sale and Delivery be or become legally invalid, this shall not affect the validity of the remaining provisions. Rather, the invalid provision shall be replaced by a valid provision which corresponds as far as possible to the intended purpose of the invalid provisions. This shall apply accordingly in the event that a loophole is found.

37308 Geismar, June ^{1st}, 2023