

## **General Terms and Conditions**

### **CBG Composites GmbH**

**Egerpohl 2, DE-51688 Wipperfürth**

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#### **1. Scope**

- 1.1 These terms and conditions apply to all deliveries and services in business transactions with entrepreneurs and legal persons within the meaning of Article 310 para. 1 German Civil Code. Opposing conditions, or conditions of our contracting partners deviating from our terms and conditions are non-binding and shall only be recognized if we have expressly acknowledged their validity in writing.
- 1.2 A subsequent opposition or reservation against these conditions despite the acceptance of the deliveries and services on behalf of the contractual partner shall be disregarded.
- 1.3 These conditions also apply to all future transactions with the contractual partner to the extent they are legal transactions of a related kind in accordance with article 305 para. 3 German Civil Code.

#### **2. General**

- 2.1 The following terms and conditions apply exclusively to all of our orders, delivery schedules and services, as well as to the fulfillment of orders, deliveries and services. These conditions are an integral part of all contracts, concluded on services by CBG with its contractual partners and shall also apply to all future deliveries, services or offers made to the contractual partners, even if they are not separately agreed on once again.
- 2.2 Terms and conditions of business partners or third parties shall not apply, even if CBG does not contradict their validity in individual cases. Even if the business partner refers to, or should refer to a written statement containing or referring to the terms and conditions of the contractual partner or of a third party, this does not constitute any consent to the validity of those terms and conditions.
- 2.3 CBG reserves all property and intellectual property rights to samples, cost estimates, quotations, technical and commercial data, images, and other similar documents, as well as to information of a tangible and intangible nature, including those in electronic form; they may not be made accessible to third parties without the written consent of CBG.

#### **3. Offer and Conclusion of Contract**

- 3.1 Our offers are subject to change, unless otherwise provided in the offers.
- 3.2 For single orders, a contract is only concluded with our written order confirmation. Recurring orders are governed by a framework contract. If recurring orders are made without a framework contract, the wording for the individual order shall apply.  
Telephone and verbal agreements are not binding unless confirmed in writing. Subsequent changes and additions to the contract must be made in writing. The deviation from the written form can only be agreed in writing.

#### **4. Provided Documents**

4.1 CBG reserves the ownership and intellectual property rights to all documents provided in relation to the contract conclusion, including the electronic form, in accordance with point 2.3, such as for example, calculations, drawings, etc. These documents may not be made accessible to third parties, unless we give our prior written consent. Such documents are to be returned immediately upon request.

## **5. Prices and Payment**

- 5.1 The prices stated in the order confirmation to the Buyer or stated in the order to the supplier are fixed prices. All prices are in euro, plus the statutory value-added tax and are ex works excluding packaging, freight, insurance, in the case of export deliveries plus customs duties, taxes and other public charges – unless otherwise agreed in writing. The payment is to be made exclusively to the account indicated in the invoice.
- 5.2 We are entitled to refuse the acceptance of excess deliveries and/or to send such deliveries back to the supplier at his expense and risk.
- 5.3 Purchase prices are due immediately and payable net without discount deductions, unless we grant a payment term. If the period of payment is exceeded, default interest in the amount of 8 percentage points above the base interest rate pursuant to article 288 German Civil Code, however at least 10 percent points p.a. are agreed upon. The costs of the payment transaction shall be borne by the Buyer.
- 5.4 If after the conclusion of the contract, it becomes apparent that our claim for payment is jeopardized by the lack of Buyer's ability to pay, or if the Buyer is in default of payment with a considerable amount, or if other circumstances indicating a significant deterioration in the Buyer's ability to pay occur after the conclusion of the contract, CBG shall be entitled to the rights pursuant to article 321 of the German Civil Code. In this case, CBG is entitled to declare due all outstanding claims arising from the ongoing business relationship with the Buyer.
- 5.5 If no explicit fixed price agreement has been made, reasonable price increases due to changes in wages, materials and distribution costs for deliveries, taking place at least 3 months after the conclusion of the contract, are reserved.

## **6. Offsetting and Retention**

- 6.1 The contractual partner shall have the right to set-off only if his counterclaims are legally determined or undisputed. He is to exercise a right of retention only insofar as his counterclaim is based on the same contractual relationship.

## **7. Delivery Terms**

- 7.1 Delivery deadlines and delivery periods are binding if they are confirmed in writing with every order. The beginning of the delivery period stated by us presupposes the timely and proper fulfillment of the obligations on the part of the contractual partner.
- 7.2 If the Buyer is in default of acceptance or if he culpably violates other duties to cooperate, we shall be entitled to claim the extent of the incurred damages, including additional expenses. Further claims shall remain reserved. If these conditions exist, the risk of accidental loss or deterioration of the purchased goods shall be transferred to the Buyer at the time the latter buyer is in default of acceptance or payment.
- 7.3 Circumstances which wholly or partially make the timely delivery of sold or ordered goods impossible or excessively difficult on our part (e.g. force majeure, official measures, operational disruptions, even if they occur in the field of third parties, default in delivery by third parties), release us from the delivery deadline or from a possible delay compensation for the duration of the impediment or

the duration of its effects. We shall notify the contractual partner thereof immediately and shall thereafter, at our choice, be entitled to a later delivery or to the withdrawal from the contract.

- 7.4 In the event of impossibility of our performance or delivery for which we are culpably responsible, and following a set grace period of at least four weeks, the contractual partner shall be entitled to withdraw from the contract.
- 7.5 In the event of a delivery delay which is not caused intentionally or by gross negligence on our behalf, we shall be liable for each completed week of delay with a lump sum compensation in the amount of 0.2% of the value of the delivery, up to a maximum of 2% of the value of the delivery, provided the Buyer can prove that the delay has caused him any damage at all. Any further liability, in particular for indirect or consequential damages or lost profit is excluded, insofar as they are not required by law.
- 7.6 We are entitled to make partial deliveries in the event that the circumstances stipulated in 7.3 take effect.
- 7.7 A reasonable period of time is to be agreed with us in the event that the delay in delivery or performance by suppliers and service providers becomes known. If there is no confirmation of the new delivery or performance date, we shall be entitled to cancel the order free of charge or to charge any costs incurred due to production downtime, claims by third parties or internal additional expenses.

## **8. Transfer of Risk at Shipment**

- 8.1 If the goods are shipped to the Customer on his request, the risk of accidental loss or deterioration shall be transferred to the Customer upon dispatch to the delivery address, at the latest when the goods leave the factory or warehouse, regardless of whether the shipment is made from the place of performance or regardless of who bears the freight costs and unless not otherwise agreed. At the request of the Buyer, we shall insure the shipment against breakage, transport and fire damage at the Customer's expense.
- 8.2 If the shipment is delayed due to reasons for which we are not responsible for, the risk shall pass to the Customer upon receipt of the notice that the goods are ready for dispatch. If the Customer is in default of acceptance, we are entitled to store the goods in an own warehouse or a warehouse of a third party. The associated costs shall be borne by the contractual partner.

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## **9. Retention of Title**

- 9.1 We retain title to all deliveries to the contractual partner until full payment of all our claims. This also applies to all future deliveries, even if we do not always make explicit reference thereto. We are entitled to take back the purchased item, if the contracting party is in breach of contract.
- 9.2 As long as the ownership title has not been transferred, the contracting party shall be obliged to treat such deliveries with due care and to insure high quality goods at its own expense at their replacement value. The contractual partner shall implement test and inspection work at its own expense and in a timely manner. We shall be notified of seizures and interventions by third parties in writing and without undue delay.
- 9.3 The customer is entitled to resell and process the reserved goods in its ordinary course of business. The customer hereby assigns the rights arising from the resale of the reserved goods at the amount of all outstanding claims to us, regardless of whether resale took place before or after further processing.
- 9.4 Any processing or mixing of the reserved goods by the contractual partner is always performed in our name and on our behalf. We acquire co-ownership of the new item in the ratio of the objective value.

## **10. Warranty, Notice of Defects, Exclusion of Consequential Damages**

- 10.1 Warranty rights of the contractual partner require that their obligations with respect to inspection and complaint pursuant to article 377 of the German Commercial Code are properly complied with. Defects of the goods are to be reported in writing immediately, however no later than within seven days after delivery. Defects that cannot be discovered within this period even on careful examination, are to be reported in writing immediately after discovery, but no later than before the expiry of the agreed or statutory limitation period by immediate cessation of any loading and processing.
- 10.2 Any claims for defects for moving new goods shall become time-barred within 12 months after delivery, unless longer periods are mandatory by law. Warranties are excluded at the sale of used goods. Our consent must be obtained before any goods are returned.
- 10.3 If, despite due care, the delivered goods contain a defect that already existed at the time of the transfer of risk, following a proper notice of defect, we will, at our discretion, have the goods improved by the manufacturer or we shall supply a replacement. The costs shall be borne by CBG. We must always be given the opportunity of subsequent performance within a reasonable period of time. If the goods are already sold, processed or transformed, the buyer shall have no right of reduction. Removal of a defect by the contractual partner or by third parties presupposes our express consent; otherwise, any warranty claims will be excluded.
- 10.4 Claims for defects shall not exist in case of insignificant deviations from the agreed normal quality and usability, natural wear and tear, improper handling or storage, excessive strain or improper installation or modification, also by third parties.
- 10.5 In case of fraudulent concealment of a defect or guarantee as to the quality of the item, article 444 German Civil Code shall apply.
- 10.6 Any further liability, in particular for direct or indirect consequential damages, is excluded to the extent permitted by law.

#### **11. Governing Law, Jurisdiction, Miscellaneous**

- 11.1 This Agreement and the legal relationships between the contractual parties shall be governed exclusively by the law of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), unless explicitly otherwise agreed, and permitted under German law.
- 11.2 The place of fulfillment and exclusive court of jurisdiction for all disputes, also for bill of exchange and check processes, is Wipperfürth, Federal Republic of Germany, insofar as this is permitted under German law.
- 11.3 Should individual provisions of these general terms and conditions be or become invalid, this shall not affect the validity of the remaining conditions. The contracting parties undertake to replace the ineffective provision with a legally permissible provision that comes closest to the initially intended economic purpose.
- 11.4 Changes are subject to the written form requirement. The written form requirement may only be waived in writing.

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