

revoseal Europe GmbH

General Terms and Conditions of Sale and Delivery

§ 1 Scope

(1) The deliveries, services and quotations shall take place exclusively on the basis of the present General Terms and Conditions and shall apply to all current and future business relationships. They can be used vis-à-vis:

- a person who is exercising their commercial or self-employed or professional activity at the time of the conclusion of the contract (entrepreneur),
- legal entities under public law or a public law special fund,

who do not intend to put the goods on the market commercially for the private end consumers.

(2) Deviating, conflicting or supplementary General Terms and Conditions shall not become part of the contract, even if they are acknowledged (including through the acceptance of an order), unless their validity is expressly agreed.

(3) If individual provisions of the contract with the Buyer, including the present General Terms and Conditions, are or become invalid, in part or in full, this shall not affect the validity of the remaining provisions. The fully or partially invalid provision shall be replaced by a provision whose economic result comes as close as possible to that of the invalid provision.

§ 2 Quotation and conclusion of the contract, delivery and service period

(1) Our quotations shall be non-binding and subject to change, unless otherwise specified in the quotations themselves. Additions, amendments or subsidiary agreements must be confirmed by us in writing in order to be valid.

(2) We shall not be responsible for delays to deliveries and services as a result of force majeure and events that make the delivery much more difficult or impossible for us - including, in particular, strikes, lockouts, official orders, a shortage of raw materials, illnesses - even when these occur at our suppliers' companies and even when binding periods and deadlines have been agreed on. They shall entitle us to postpone the delivery or service by the duration of the obstruction plus an appropriate start-up period or to withdraw from the contract, in full or in part.

(3) In the event of a verifiable, culpable delay, the Buyer shall be entitled to withdraw from the contract, after setting a reasonable grace period. In the event that a part delivery or service has already taken place, the Buyer shall only be entitled to withdraw from the contract with respect to the part that has not yet been executed, unless a partial execution of the contract is not reasonable for it.

(4) The Seller shall be entitled to perform part deliveries and services at any time, in consultation with the Buyer.

(5) The delivery period shall begin when the order confirmation is sent, but not before the provision of the documents, approvals and releases that are to be procured by the Buyer and the fulfilment of other obligations of the Buyer. The delivery period shall be deemed to be observed if the delivery item has left our plant before its expiry or if a notification of readiness for dispatch has been sent. The present General Terms and Conditions shall be deemed to be accepted upon receipt of the goods or services at the latest.

§ 3 Transfer of risk

(1) The risk of accidental loss or accidental deterioration shall be transferred to the Buyer when the supplied parts are dispatched and leave the plant at the latest, even if part deliveries take place. If the dispatch becomes impossible through the fault of the Buyer, the risk shall be transferred to the Buyer with the notification of readiness for dispatch. The place of performance shall be the registered place of business of the Seller.

(2) At the request of the Buyer, the consignment shall be insured against theft and against breakage, transport, fire and water damages, as well as other insurable risks.

(3) If an acceptance procedure has to take place, this shall be decisive for the transfer of risk and must be carried out immediately on the acceptance date at the Seller's registered place of business.

(4) Complaints shall be taken into consideration within 8 working days of the delivery date.

§ 4 Prices, due date, late payment

(1) Unless otherwise agreed, the prices valid on the day of delivery shall apply to all the services. The prices shall apply ex works Pulheim, excluding packaging. Changes to raw material costs, labour costs or other costs or public charges shall entitle us to price adjustments. VAT at the statutory level shall be added to the prices. Packaging shall be invoiced at a flat rate or at cost price and cannot be taken back. The German Packaging Act shall not apply.

The minimum item value shall be €25.00 and the minimum order value shall be €100.00.

(2) Unless deviating agreements about the due date have been made, invoices must be settled within 30 days after the invoice date - or alternatively after the delivery- net and without deductions, plus the statutory VAT. In the event of a late payment, default interest of 9 percentage points above the basic interest rate of the German Federal Bank, but at least 8% p.a., shall be charged from the due date onwards. The right to prove further damages caused by the default shall be reserved.

(3) If the Buyer falls into default with a payment, the Seller shall be entitled to make the execution, even of existing contracts, dependent on the Buyer settling the existing receivables and providing an advance payment for the additional desired deliveries or services.

§ 5 Set-off, refusal of performance

(1) Any set-off against counterclaims against the Seller shall be excluded, unless the counterclaims are undisputed or established by law. In the case of merchants, any existing right of retention shall also be excluded, unless counterclaims are undisputed or established by law.

(2) Claims against the Seller can only be assigned with the consent of the Seller.

§ 6 Warranty

(1) The Buyer's right of warranty requires the latter to have complied with its examination and notification obligations pursuant to Section 377 German Commercial Code (HGB) properly and on time. The Buyer shall bear the burden of proof for the defect itself, the time of its discovery and the due and punctual notification of the defect. A notification of a defect shall only be on time if apparent defects are reported within 5 working days and defects that are not obvious or that occur later are reported within 5 working days after they become known or after they emerge.

The Seller shall assume a warranty for all the products for a period of 12 months from the delivery date.

(2) The Seller guarantees that the products and services are free from manufacturing defects, material defects and other defects and are also suitable for the usual purpose or the purpose that has been expressly agreed with the Buyer or made known to the Buyer.

In the case of a contract of sale, the Seller - subject to the proper and punctual notification of defects - shall be entitled to rectify the defects or provide a replacement delivery at its own discretion. The Buyer shall only be entitled to a cancellation of the purchase or a reduction in the price if the rectification of defects or the replacement delivery is not successful within a reasonable period. Liability for normal wear shall be excluded.

(3) The Seller's warranty obligation shall require all the warranty documents (original receipts or invoices) to be presented to the Seller in good time, i.e. before the expiry of the warranty obligation.

(4) The warranty obligation shall lapse if, in the event of a contract of sale, changes are made to the contractual products, parts are replaced or consumable materials are used that do not comply with the original specifications of the manufacturer or the Seller. The same shall apply in the event of the incorrect operation or use of up- or downstream devices that are not recommended and to defects that have been caused directly or indirectly by the transportation of the devices. Claims for the defects shall also and in particular not accrue in the event of an insignificant deviation from the agreed quality, in the event of an insignificant impairment of the usability and in the event of damages that arise after the transfer of risk as a consequence of incorrect or negligent handling or maintenance, incorrect installation, excessive stress, unsuitable operation equipment or particular external influences that are not presupposed by the contract. If repair work or modifications are performed incorrectly by the Buyer, the latter shall not be entitled to any claims for these and the resulting consequences.

(5) Any existing manufacturers' guarantees shall not be affected by these provisions. If the manufacturer provides a guarantee on the product that goes beyond the statutory provision, the Buyer must turn to the manufacturer. If the Seller is a manufacturer, the German Act on Liability for Defective Products (Product Liability Act) shall apply to these guarantee claims with regard to the Seller, in addition to the contractually agreed warranty claims.

§ 7 Liability

(1) Claims for compensation of any kind against the Seller for damages and consequential damages that do not occur on the delivery item itself shall be excluded, except for in the event of the willful intent and gross negligence of employees or vicarious agents of the Seller, in the event of a loss of life, physical injury or damage to health for which the Seller is culpable, in the event of the fraudulent concealment of defects or within the framework of guarantee pledges; such claims shall lapse according to the statutory statute of limitations.

(2) The Seller shall also only be liable for the failure to comply with bindingly agreed periods and deadlines in the event of willful intent or gross negligence.

(3) If the Seller is regarded as a manufacturer in terms of the German Act on Liability for Defective Products (Product Liability Act), the Product Liability Act shall apply with respect to its liability and obligation to provide compensation.

§ 8 Retention of title

(1) All the delivered goods shall remain the property of the Seller until the purchase price has been paid in full. This shall even apply if the Seller has outstanding receivables from other contracts of sale.

(2) The Buyer shall be entitled to sell the reserved goods in the ordinary course of business, as long as it is not in default. Pledging the goods or assigning them by way of security shall not be permitted. The Buyer hereby assigns the Buyer's receivables from third parties with regard to the reserved goods, including all receivables from a current account, that arise on the basis of the resale or another legal basis (insurance, tort) to the Seller in full by way of security. The assignment shall take place irrespective of whether the goods are resold before or after further processing. The Buyer shall be entitled to collect the receivables in its own name. The authorisation to resell the goods and to collect the receivables can be revoked if the Buyer does not duly comply with its contractual obligations to the Seller.

(3) The processing or restructuring of the item by the Buyer shall always take place in the name of and on behalf of the Seller. The Buyer's expectant right shall continue for the restructured item. If the item is processed with other items that are not the property of the Seller, the Seller shall acquire joint ownership of the new item in accordance with the ratio of the value of sold item to the other processed items at the time at which they are processed. The same shall apply in the event of mixing. In this respect, the Buyer shall transfer the proportional joint ownership and shall keep the item that is subject to sole or joint ownership safe for the Seller. Receivables accruing to the Seller from third parties as a result of combining the reserved goods with real estate shall also be assigned to the Seller.

The Seller shall release the securities to which it is entitled in this, provided that their value exceeds the Seller's receivables that are to be secured by more than 20%.

The Seller hereby accepts the aforementioned assignments.

§ 9 Applicable law, right of execution and place of jurisdiction

(1) The relationship between the Seller and the Buyer shall be governed exclusively by law prevailing in the Federal Republic of Germany, even if the registered place of business of the other party is abroad. The United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

(2) The place of jurisdiction shall be, as far as legally permissible, the competent court for the Seller's registered place of business.

(3) If individual provisions of the contract of sale or the general Terms and Conditions are or become legally invalid, this shall not affect the validity of the remainder of the contract. The statutory provision shall apply instead of the invalid terms and conditions. If provisions of the contract of sale are invalid, the Parties shall be obliged to make an agreement that comes as close as possible economically to the incorrect provision.