

**General Terms and Conditions of Sale and Delivery
of Lindal Dispenser GmbH**

1. Scope of application

1.1 The entire, including future, business relationship between the Lindal Dispenser GmbH (hereinafter "**Seller**") and the contracting party (hereinafter "**Customer**") is governed exclusively by these general terms and conditions of sale and delivery. These general terms and conditions of sale and delivery shall only apply towards entrepreneurs. By placing its order, Customer confirms that he is an entrepreneur and that he does not order the goods for private purposes. An Entrepreneur is any natural person, legal entity or incorporated partnership who, in a legal transaction, acts in exercise of its commercial or professional activities.

1.2 Seller may upon prior written notice amend its general terms and conditions of sale and delivery with effect for the entire future business relationship with Customer. The amendment shall be deemed accepted, if Customer has not dispatched its written objection within six weeks after notification of the amendment. Seller will expressly inform Customer of this consequence upon notification of the amendment.

1.3 Purchasing conditions or other general terms and conditions of Customer are hereby objected to. They will not be applied. This shall apply even if, and to the extent that, the purchasing conditions or other general terms and conditions of Customer extend beyond the scope of these terms and conditions of sale and delivery.

1.4 Should one of the provisions of these general terms and conditions of sale and delivery be invalid, the validity of the remaining agreement shall not be affected. In its stead the statutory provisions shall apply. In no case shall the affected provision in these general terms and conditions of sale and delivery be replaced with Customer's general terms and conditions. The same shall apply in case of a gap in the general terms and conditions of sale and delivery.

1.5 If a framework agreement exists between Seller and Customer, these general terms and conditions of sale and delivery shall apply to that framework agreement as well as the individual order.

2. Conclusion of contract, written form requirement

2.1 Seller's offers are non-binding and subject to alteration until conclusion of an agreement.

2.2 Customer's orders shall constitute a binding offer of contract. Unless acceptance is confirmed in writing by Seller, the invoice or delivery of goods shall be deemed as confirmation of the order.

2.3 The content of the orders and agreements shall be subject only to Seller's written confirmation unless Customer immediately objects to such confirmation in writing. This applies in particular to oral or telephone orders and agreements. The written objection towards Seller shall in any case no longer be immediate if it has not been received by Seller within three working days of receipt of the confirmation.

2.4 Potential changes or supplements of the agreement, except for changes according to section 1.2, must be approved in writing by Seller in order to be valid. This applies also to any changes of contractual written form requirements.

3. Delivery date, delivery

3.1. Delivery dates and deadlines are approximate dates. If the Details of the order are not clarified in time by Customer as well as in case prerequisite services are not delivered in time by Customer, the delivery dates will be extended accordingly. Delivery dates shall be deemed to have been met upon notification of readiness for dispatch.

3.2. Seller may provide partial deliveries, provided that these do not undercut a reasonable minimum.

3.3. Customer shall check and acknowledge the delivery note. Any objections must be raised with Seller immediately in writing. Otherwise the acknowledged delivery volume shall be deemed to have been accepted.

The written notification shall in any case not be immediate if it has not been received by Seller within three working days.

3.4. Delivery delays caused by operational disruptions which Seller is not responsible for, authority actions, or force majeure will lead to a reasonable extension of the delivery deadline. Force majeure also applies in case of national or international sanctions, labour disputes, including strikes, and lawful lockouts at Seller's premises or Seller's suppliers premises. In case such a delivery delay lasts longer than three months, Customer and/or Seller may withdraw from the agreement. There shall be no reciprocal claims for damages in such a case. In the meaning of this section Seller shall not be responsible for a delivery delay if it occurs during an already existing default. Customer's claim for damages in such a case is barred within the confinements of **section 8 (liability)**. In case of a delivery delay Customer may, after setting a reasonable grace period, withdraw from the agreement if the service is not delivered within the grace period. Further claims in case of a delivery delay, in particular claims for damages, are barred subject to the provisions in **section 8 (liability)**.

3.5. Seller points out that in order to deliver its own goods he depends on the deliveries from his suppliers. In case Seller, despite entering into a congruent hedged agreement, is not or not timely supplied by its suppliers with the goods necessary to fulfil its delivery obligations towards Customer whereas Seller is not responsible for the failed or untimely delivery to itself, Seller may withdraw from the agreement with Customer. Any liability of Seller for damages shall be barred in accordance with the provision in **section 8 (liability)**. Customer shall be notified of the incorrect or untimely delivery to Seller as soon as Seller becomes aware of it.

4. Shipping and transfer of risk

4.1 Shipment is made FCA, unless otherwise agreed upon. Seller arranges shipping in Customer's name and at Customer's expense and peril. This applies even if Seller, upon individual agreement, bears the cost of shipping and/or insures the shipment or undertakes to assemble or erect the purchased goods at Customer's premises.

4.2 Purchased goods notified to be ready for dispatch must be collected at once upon reaching the delivery date. If shipping is delayed for a reason caused by Customer he shall be in default commencing on the day of notification of readiness for dispatch. Section 294 of the German Civil Code is waived. This transfers the risk to Customer. In such a case Seller will store the purchased goods at Customer's risk and expense.

4.3 Obvious loss or damages during shipment are to be noted on the freight receipt by Customer with a corresponding note of reservation. In addition such issues must be immediately raised in writing with the shipper. Customer must at once take all necessary steps in order to secure the rights and interests of the principal. Loss or damages due to transport must be reported to Seller without delay. A preclusion period of one week shall apply regarding the report to Seller.

4.4 Loss or damages due to transport do not abate Customer of his full obligation for payment to Seller.

4.5 Customer assigns to Seller in advance all claims against third parties which might arise due to damage or loss during transport to Seller, but only to the extent to which Seller holds due claims for payment against Customer regarding the purchased goods. This shall also apply to claims arising out of a potential transport insurance. Seller accepts this assignment of claims. This assignment of claims and the potential performance of the transport insurance according to section 4.2, are made solely as a conditional performance. The assignments subject to this section 4.5 are conditionally resolutely upon payment of the purchase price by Customer.

5. Prices, payment conditions and default

5.1 Purchase prices are FCA including packaging plus applicable VAT at the time of purchase. The purchase price stated in the order confirmation shall be decisive.

- 5.2 In the absence of a special agreement, payments shall be made net and free of charge to Seller.
- 5.3 Regarding fulfilment as well as due performance of payment, the receipt of payment on Seller's bank account is decisive.
- 5.4 If Customer is in default, Seller may, further claims notwithstanding, collect interest amounting to 10 percentage points above the relevant base interest rate as well as costs per reminder to the amount of EUR 5.00. Customer is entitled to prove that Seller has incurred costs per reminder of less than EUR 5.00.
If Customer is a merchant, interest on the due claim shall be charged at a rate of 8 percentage points above the relevant base interest rate from the due date onwards.
- 5.5 A setoff with counter-claims of Customer is barred, unless the claims are undisputed or legally adjudicated. The same applies to Customer's withholding rights. Further requirement for the exercise of rights of withholding by Customer is that the claims in question stand in close connection to this agreement and Seller's claims thereunder.
In case of defects, Customer shall remain entitled to assert rights of withholding or offsetting with counterclaims.
- 6. Quality and defects (material defect and defect in law)**
- 6.1 Measurements, service descriptions, and other statements regarding the quality of the purchased goods are intended for specification only. They shall insofar not be construed as an assurance of qualities which would form part of a guarantee. Possible public advertisement statements or product information by third parties do not form part of the contractual product specifications, unless Seller enters into an agreement to this effect with Customer. As far as the materials to be used are specified, Seller warrants only that the materials match the specification but not the materials suitability for the contractual purpose. Only in case of obvious unsuitability of the materials is Seller obliged to notify Customer.
- 6.2 Customer is obliged to inspect the delivered goods without delay, with due care and at his own expense, he shall notify Seller immediately in writing of any potential apparent defects, incorrect deliveries or shortages. A preclusive period of seven days upon receipt of the shipment applies to this notification. Hidden defects must be reported to Seller in writing immediately after their discovery. If Customer fails to fulfil its obligations under this section 6.2, he is no longer entitled to exercise warranty claims regarding the defects in question.
- 6.3 Possible defects of a partial delivery do not entitle Customer to reject the remainder of the purchased goods, unless Customer can prove that accepting only parts of the total would be unbearable given the particular circumstances.
- 6.4 Damages that occur due to external effects, improper handling, storage, improper use, natural wear and tear or corrosion are excluded from liability for defects.
- 6.5 Warranty claims do not exist in case of insignificant deviations from the agreed quality or usability. Apart from this, Customer has a right to subsequent performance or a replacement delivery. The right to choose between the two lies with Seller. Seller may perform a reasonable amount of attempts at subsequent performance or replacement deliveries but may attempt at least three. If the subsequent performance or replacement delivery is unsuccessful, Customer - notwithstanding further claims for damages according to **section 8 (liability)** - may at his choice withdraw from the contract or reduce the purchase price to a reasonable degree. This right is limited to the affected delivery, as long as such a limitation is not unreasonable for Customer due to the nature of the matter. In case the specified performance volume (quantities) is not met, Customer shall in case of an unsuccessful remedial action be entitled only to a reasonable reduction. This does not apply if the performance parameters have been expressly assured or the acceptance of the delivered goods is unreasonable given the circumstances.
- 6.6 Claims for defects are subject to a limitation period of one year following delivery. This shall not apply if longer periods are mandatory by law pursuant to Sections 438 (1) no. 2 (buildings and items for buildings), 445 b (1) and (2) (right of recourse) and 634 a (1) no. 2 (construction defects) of the German Civil Code
- or in the Product Liability Act; further in the event of an intentional or grossly negligent breach of duty by Seller, in the event of fraudulent concealment of a defect and in cases of injury to life, limb or health. The statutory provisions on suspension of expiry, suspension and recommencement of the limitation period shall remain unaffected. If Seller's order confirmation provides a longer warranty period, these claims become time-barred upon expiry of the mentioned warranty period. So-called "guarantee periods" ("Garantiefrieten") are warranty periods ("Gewährleistungsfristen"). Material defect claims for remedies of defects or replacement deliveries become time-barred three months after completion of the remedy of defects or replacement delivery, but not before expiry of the original period. Measures to remedy defects do not constitute any acknowledgement of a defect. They are always carried out as a gesture of goodwill and without prejudice to the factual and legal situation.
- 6.7 If the object of delivery is subsequently transferred to a different location than the premises of Customer designated in the order and the expenses for remedial actions (subsequent performance/replacement delivery), in particular transport, travel, material or labour costs, increase therefore, the additional expenses shall be borne by Customer.
- 6.8 Claims for damages are otherwise subject to **section 8 (liability)**. Further or other claims than those provided for in this section 6 are barred.
- 7. Retention of title**
- 7.1 The delivered goods (goods subject to retention of title) shall remain in Seller's property until payment in full of all present claims under the business relationship between Seller and Customer. The goods subject to retention of title shall further remain in Seller's property until payment in full of all future claims of Seller against Customer.
- 7.2 Any processing or transformation subject to Section 950 of the German Civil Code (hereinafter jointly "Processing") of the goods subject to retention of title shall be deemed to take place free of charge and for the Seller, meaning that in a legal sense the Seller is the producer of the newly created goods under Section 950 of the German Civil Code.
- 7.3 In case of a default of payment, the goods subject to retention of title are to be released to Seller immediately upon her request without need for a declaration of withdrawal by Seller. The same shall apply in case of a significant deterioration of Customer's financial situation. Both the request for release as well as the release itself are not to be construed as a withdrawal from the agreement.
- 7.4 If Customer purchases the goods subject to retention of title for the purpose of immediate resale, Customer may sell them within the ordinary course of business. If Customer purchases the goods subject to retention of title for the purpose of processing or transformation and subsequent resale, he may sell the processed good within the ordinary course of business. In case the goods subject to retention of title are not intended for immediate resale or Processing and subsequent resale, a resale without prior approval of Seller is impermissible. A resale is further impermissible, if the claim arising from it would fall subject to an earlier assignment of Customer, i.e. a global assignment
Claims arising from the sale of goods subject to retention of title are already now assigned to Seller in full with all ancillary rights and security interests effective upon the moment on which they arise. The Seller hereby accepts this assignment. The third party debtors are to be notified immediately of the assignment by Customer. Customer must upon request issue to Seller a certificate of assignment.
- 7.5 The Customer shall, as long as he obliges to his payment obligations towards Seller, remain entitled to collect the claims arising from resale within the ordinary course of business. The assignment of the claims is barred.
- 7.6 Upon Customer's default for payment exceeding one month, Customer ceasing payment, the seizure of goods subject to retention of title, a motion to open bankruptcy proceedings or the commencement of juridical or extra-judicial settlement proceedings regarding Customer's assets, Customer shall lose his rights to Process, to resell goods subject to retention of title as

well as his right to collect claims.

- 7.7 After release of the goods subject to retention of title according to section 7.3, withdrawal from the agreement or notice according to section 323 of the German Civil Code and unsuccessful expiration of the deadline, Seller is entitled to freely dispose of the returned goods.
The realization proceeds are credited to customer. Reasonable costs caused by the return of the goods, reconditioning of the goods, as well as costs of sale are to be deducted from the realization proceeds. The maximum amount credited shall be such an amount that would reasonably be paid as a purchase price by a company of the same trade level as Seller for the goods subject to retention of title, considering their condition and/or the conditions of their return. In case of goods which have been produced by Seller, the maximum credited amount shall be the cost price whereas costs of administration and distribution are ignored. The credited amount will be setoff with Seller's claims until they have been settled.
- 7.8 Customer is obliged to insure the goods subject to retention of title at reinstatement value to a usual extent, but in any case against damages by fire, storm, water and theft, and must proof such insurance upon request to Seller. Customer hereby assigns any claims against the insurer and/or other third parties that stand in connection with the goods subject to retention of title, to the extent they relate to the goods subject to retention of title of Seller. Seller accepts this assignment. The other provisions with regard to retention of title shall apply accordingly.
- 7.9 In case the guaranteed claims are secured to more than 115% through goods subject to retention of title or assigned goods, Seller shall upon request of Customer release securities at Customers choice up to this amount.
- 7.10 If the retention of title as set out herein is not valid under the law governing the area in which the goods subject to retention of title are located, Customer already now commits to posting a security that is equivalent to a retention of title. If Customer fails to oblige to this provision, Seller may – irrespective of any payment targets – make due all claims for payment against Customer.
- 8. Liability**
- 8.1 Seller's liability according to contracts and law is generally excluded unless something other is agreed in the following.
- 8.2 The exclusion of liability according to section 8.1 shall not apply
- for damages that seller has caused intentionally or through gross negligence;
 - If and to the extent that Seller is liable in accordance with the mandatory provisions of the Product Liability Act;
 - If and to the extent that Seller has given a guarantee of quality or durability and damages have arisen from the breach of the guarantee;
 - In cases of injury to life, limb or health.
- 8.3 In the event of slight and simple negligence, Seller shall only be liable – insofar as Seller is not already liable for damages in accordance with the above provisions of this section in section 8.2 – for the violation of an essential contractual duty. Seller's liability in such cases shall be limited to typical damages to the extent they are foreseeable for Seller either upon entering into the agreement or upon commitment of the breach of duty. Essential contractual duties are such whose fulfillment make the proper execution of the agreement possible in the first place and on which Customer usually relies and may rely.
- 8.4 Seller's liability is excluded for such damages that occur solely in the risk sphere attributed to Customer. Liability is further excluded as far as claims arise because Customer or a vicarious agent did not follow instructions for use.
- 8.5 Claims for damages arising from slight and simple negligence according to sections 8.2 and 8.3 shall be barred in any case if they are not asserted in court within a period of three months after rejection of the claims by and a corresponding notice of Seller or its insurer.
- 8.6 All possible claims for damages arising from slight negligence according to the aforementioned sections 8.2 and 8.3 shall be subject to a limitation period corresponding to section 6.6 above.

In deviation from that provision, the statutory provisions shall apply regarding the commencement of the limitation period for such claims that are not warranty claims.

- 8.7 The aforementioned liability limitations and exclusions shall have effect also for Seller's liability for its principals, employees and agents, as well as the personal liability of its principals, employees and agents.
- 9. Compliance with German regulations**
Seller's products comply with the applicable German statutory regulations. If Customer wishes to sell the products outside of Germany, Customer must assure that the products comply with the foreign law's provisions.
- 10. Non-assignment clause**
Claims that Customer holds against Seller may only be assigned to a third party upon prior written consent by Seller.
- 11. Place of performance, jurisdiction, applicable law**
- 11.1 Place of performance for both payment and delivery is Schönberg (GER).
- 11.2 All legal disputes shall be brought solely before the ordinary courts. With regard to Customers who are entrepreneurs, legal entities, legal entities under public law or special estates under public law, Schwerin is agreed upon as an additional jurisdiction. Law-suits against Seller can only be filed in Schwerin. Schwerin shall also be deemed the competent jurisdiction if Customer as a non-entrepreneur does not hold a domestic seat of business, changes his place of residence or usual domicile to a place outside the Federal Republic of Germany after conclusion of the agreement, or whose usual domicile or place of residence is unknown to Seller at the time the law-suit is filed.
- 11.3 Only German material law, excluding the law of the UN on contracts (CISG), applies.

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