

1. General provisions, scope

1.1 The present General Terms and Conditions of Delivery (GTCD) shall apply to all business relations of SILCA Service- und Vertriebsgesellschaft für Dämmstoffe mbH with customers (Purchasers) who are not consumers (Section 13 of the German Civil Code (BGB)).

1.2 In particular, the GTCD shall apply to contracts for the sale and/or delivery of movable items (hereinafter also called "Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from Suppliers (Sections 433, 650 BGB). The GTCD in their respective version shall also apply as a master agreement to future contracts for the sale and/or delivery of movable goods with the same Purchaser, without the need of us referencing them again in each individual case.

1.3 Engineering services, consulting and planning in connection with the Goods as well as their potential applications are based on our previous experience. The indicated underlying values, including in particular performance data, are average values determined in series tests under standard laboratory conditions. We shall assume an obligation for exact compliance with the values and potential application only if this has been expressly agreed in writing in the individual case.

1.4 Our GTCD shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Purchaser shall become part of the contract only if and to the extent that we have expressly approved of their application. This approval requirement shall apply in any case, for example even if we deliver to the Purchaser without reservation while being aware of the Purchaser's GTC.

1.5 Individual agreements made with the Purchaser in individual cases (including ancillary agreements, supplements and amendments) shall have priority over these GTCD. A written contract or our written confirmation shall be authoritative for the content of such agreements.

1.6 Legal declarations and notifications of the Purchaser in respect of the contract (e.g. setting deadlines, notice of defect, withdrawal or reduction of the purchaser price) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the authority and credentials of the person making the declaration, shall remain unaffected.

2. Contract conclusion

2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the Purchaser with catalogs, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – to which we reserve property rights and copyrights.

2.2 The Purchaser's order of the Goods shall be considered a binding contract offer. Unless otherwise stated in the order, we shall be entitled to accept this contract offer within 2 weeks from receipt by us.

2.3 Acceptance may be declared either in writing (e.g. by order confirmation) or by delivering the Goods to the Purchaser.

4. Delivery term and default in delivery

4.1 The delivery term shall be agreed individually or will be indicated by us upon acceptance of the order.

4.2 If we are unable to meet binding delivery terms for reasons not under our control (non-availability of performance), we shall inform the Purchaser accordingly without undue delay and at the same time indicate the expected new delivery term. If the service is not available within the new delivery term either, we shall be entitled to withdraw from the contract in its entirety or in part; we shall without undue delay refund any consideration already paid by the Purchaser. Non-availability of the service in this sense shall include in particular the self-delivery by our supplier not being performed in due time, if we have concluded a congruent hedging transaction, if neither we nor our supplier are at fault or if we are not obligated to procure in the individual case.

4.3 Whether we are in default in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the Purchaser shall be required.

4.4 The Purchaser's rights under clause 9 of these GTCD and our statutory rights, in particular in the event of an exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance) shall not be affected.

5. Delivery, passage of risks, acceptance, default in acceptance

5.1 Delivery shall be made FCA (INCOTERMS 2020) to a designated place, which is also the place of performance for delivery and subsequent performance, if any. At the Purchaser's request and expense, the Goods shall be shipped to a destination other than the designated place (sale by delivery to a place other than the place of performance, at the Purchaser's request, "Versendungskauf"). Unless stipulated otherwise, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

5.2 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Purchaser upon handover, at the latest. However, in case of a sale by delivery to a place other than the place of performance, at the Purchaser's request, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall already pass upon delivery of the Goods to the carrier, forwarding agent, or to the person otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the passage of risks. In all other respects as well, the statutory provisions of the law on contracts for work and services shall apply accordingly to any stipulated acceptance. Default in acceptance on the part of the Purchaser shall be equivalent to handover or acceptance.

6. Prices and payment terms

6.1 Unless stipulated otherwise in individual cases, our prices current at the time of contract conclusion shall apply, namely FCA (INCOTERMS 2020) to the designated place, plus statutory VAT.

6.2 In case of sale by delivery to a place other than the place of performance, at the Purchaser's request (clause 5.1), the Purchaser shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Purchaser. Any customs duties, fees, taxes and other public charges shall be borne by the Purchaser.

6.3 Unless specified otherwise, the purchase price shall be due and payable within 14 days from invoicing and delivery.

6.4 The Purchaser shall be in default upon expiry of the aforementioned payment term. During the period of default, the purchase price shall bear interest at the respective applicable statutory default interest rate. We retain the right to assert further damage caused by delay. With respect to merchants, our claim to the commercial default interest (Section 353 of the German Commercial Court (HGB)) shall not be affected.

6.5 The Purchaser shall have rights of set-off or retention only insofar as its claim has been finalized or is undisputed. In the event of defects in the delivery, the Purchaser's opposing rights shall not be affected, in particular the rights under clause 8.4, sentence 2 of the present GTCD.

6.6 If it becomes apparent after conclusion of the contract that our claim to the purchase price is at risk due to the Purchaser's inability to pay (e.g. since insolvency proceedings have been instituted), we shall be entitled to refuse performance in accordance with the statutory provisions and – as the case may be, after setting a deadline – to withdraw from the contract (Section 321 BGB). The statutory provisions on the waiver of a deadline shall not be affected.

7. Retention of title

7.1 We shall retain title to the sold Goods until all of our present and future claims under the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

7.2 The Goods subject to a retention of title must not be pledged to third parties or assigned by way of security before the secured claims have been paid in full. The Purchaser shall notify us in writing without

undue delay if and to the extent that third parties access Goods that are our property.

7.3 In case of a breach of contract on the part of the Purchaser, in particular in case of non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the Goods based on our retention of title. If the Purchaser fails to pay the purchase price when due, we may assert these rights only if we have first unsuccessfully set a reasonable deadline for the Purchaser to make payment or if setting such a deadline may be waived under the statutory provisions.

7.4 The Purchaser shall be authorized to resell and/or process the Goods subject to retention of title in the normal course of business. In this case, the following provisions shall apply in addition.

a) The retention of title shall extend to the products resulting from processing, mixing or combining our Goods at their full value, with us being deemed the manufacturer. If, in the event of processing, mixing or combining with third-party goods, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the provisions applicable to the Goods delivered subject to a retention of title shall also apply to the resulting product.

b) The Purchaser hereby assigns to us by way of security all claims against third parties arising from the resale of the Goods or the product in their entirety or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We accept such assignment. The Purchaser's obligations set out in clause 7.2 shall also apply in respect of the assigned claims.

c) The Purchaser shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the Purchaser meets its payment obligations towards us, is not in default of payment, no request for the institution of insolvency proceedings has been lodged and the Purchaser is not otherwise limited in its ability to perform. However, in such case we may demand that the Purchaser notifies us of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In addition, in such case we shall be entitled to revoke the Purchaser's authority to continue selling and processing the Goods subject to retention of title.

7.5 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities at our discretion at the Purchaser's request.

8. Purchaser's warranty claims

8.1 Unless stipulated otherwise below, the statutory provisions shall apply to the Purchaser's rights in the event of defects in quality and title.

8.2 The Purchaser's warranty claims shall be subject to the condition that the Purchaser has complied with its statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of Goods intended for installation or other further processing, an inspection must in any case be carried out immediately prior to processing. If a defect becomes apparent during delivery, inspection or at any subsequent point in time, we must be notified of this in writing without undue delay. Obvious defects must at any rate be notified in writing within 7 working days from delivery and defects that are not visible during the inspection must be notified within the same period of time from discovery. If the Purchaser fails to duly inspect the Goods and/or give notice of defects, our liability for the defect that has not been notified at all or not in good time or not reported properly shall be excluded in accordance with the statutory provisions.

8.3 If the delivered item is defective, we may first choose whether to provide subsequent performance by taking corrective measures (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall not be affected.

8.4 We shall be entitled to make the subsequent performance owed dependent on payment of the due purchase price by the Purchaser. However, the Purchaser shall be entitled to retain a part of the purchase price that is reasonable in relation to the defect.

8.5 The Purchaser shall give us the time and opportunity required for the owed subsequent performance, and in particular shall hand over the challenged Goods for inspection purposes. In the event of a replacement delivery, the Purchaser shall return the defective item to us in accordance with the statutory provisions. Subsequent performance shall not comprise the removal of the defective item or re-installation, unless we were originally obligated to install it.

8.6 We shall bear or reimburse the expenses required for inspection and subsequent performance, in particular transport, travel, labor and material costs and also, as the case may be, removal and installation costs, in accordance with the statutory provisions if there is indeed a defect. Otherwise, we may demand reimbursement from the Purchaser of the costs incurred as a result of the unjustified request to take corrective measures (in particular inspection and transport costs), unless the Purchaser could not detect the lack of defectiveness.

8.7 The Purchaser shall have claims for damages or reimbursement of futile expenses only in accordance with clause 8 and shall otherwise be excluded.

9. Other liability

9.1 Unless stipulated otherwise in these GTCD, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

9.2 We shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable for

a) any damage arising from injury to life, limb or health,

b) for damage arising from the breach of a material contractual obligation (obligation, where fulfillment is a prerequisite for the due execution of the contract and where the contractual partner regularly does and may rely on its fulfillment); however, our liability in such case shall be limited to compensation for the foreseeable, typically occurring damage.

9.3 The limitations of liability resulting from clause 9.2 shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the Goods. The same shall apply to claims of the Purchaser under the German Product Liability Act (Produkthaftungsgesetz).

10. Limitation

10.1 The limitation period for claims arising from defects in quality or title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

10.2 Special statutory provisions on the statute of limitations (in particular, 438 para. 1 no. 1, para. 3, Sections 444, 445b BGB) shall not be affected.

10.3 The above limitation periods under sales law shall also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect of the Goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would result in a shorter limitation period in individual cases. However, claims for damages by the Purchaser pursuant to clause 9.2 sentences 1 and 2 a) as well as under the Product Liability Act shall only lapse in accordance with the statutory limitation periods.

11. Choice of law and place of jurisdiction

11.1 The contractual relations shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 Exclusive – including international – place of jurisdiction shall be Düsseldorf.