

General Terms and Conditions

ttp Papenburg GmbH

Am Deverhafen 4, 26871 Papenburg, Germany, District Court of Osnabrück – HRB (Commercial Register no.) 121733

I. Applicability.

- Our terms and conditions shall exclusively apply. These terms and conditions shall apply to all contracts that we enter into unless otherwise expressly agreed in writing.
- Confirmation to the contrary indicating deviating business, sale and delivery conditions are hereby expressly contradicted. Corresponding terms and conditions from our contractual partners deviating from our terms and conditions shall then also not become a part of the contract even if we do not expressly contradict them. Our general terms and conditions shall apply even if we know of contradictory terms and conditions or terms and conditions of the contractual partner that deviate from ours.
- Our terms and conditions shall apply in their current version in each case, also for future discussions with our contractual partners. Previous terms and conditions hereby lose their validity.
- We shall be entitled to change or supplement our terms and conditions at any time by giving reasonable prior notice.
- Third parties, in particular our staff members, shall not be authorised to make verbal ancillary agreements or give verbal confirmations beyond the contents of the written contracts. Corresponding declarations shall only be valid if they are in writing.
- Should individual provisions be or become invalid, this shall not affect the remaining provisions.

II. Entering into the Contract.

- Our offers are non-binding and without obligation provided that they include no declarations to the contrary. Orders and jobs shall only be accepted if they were confirmed by us in writing. We may accept offers given to us within one week.
- Our orders shall be confirmed in writing within three working days after receiving them. Should confirmation not be given within this time limit, the contract shall be deemed not to have been entered into.
- All agreements shall be in writing. The written form requirement may be waived only by written agreement.
- In respect of the technical implementation of the profile and according to the respective drawing, we reserve the right to be able to withdraw from the contract in case an implementation of the profile form has not been completely successful, without further claims against us, except for the reimbursement of the tool costs paid.

III. Object of the Contract, Prices.

- The object of the contract is the goods in the type and quantity, as described in the written order or in the offer.
- The prices given in the offer or in the order shall apply for all services. Provided there are no provisions to the contrary, prices excluding statutory VAT, including freight-paid delivery and packaging to the place of fulfillment of Papenburg, shall apply to the goods ordered by us. We shall only be responsible for returning the packaging in the event this has been expressly agreed. Packaging, which may be charged for separately by the supplier, may be returned by us after receipt and must be credited to us by the supplier at the same value after returning it back.
- The agreed prices shall be in euros and shall be delivered by us. Our prices in euros comprise the standard packaging if agreed in writing. VAT, freight costs and customs charges as well as additional costs for special packaging are not included.
- When delivering abroad, we deliver free up to the German border. We will not bear any customs clearance costs or other costs arising from the goods crossing the border. Deliveries abroad to be shipped from German or Dutch ports are however made F.O.B. For jobs which do not exceed a net invoice amount per delivery of 3,000 €, the goods to be delivered by us. Our prices in euros and comprise the standard packaging if agreed in writing, no freight charge is reimbursed. Packaging cannot be taken back unless stipulated in the German Packaging Ordinance (Verpackungsverordnung) or other statutory provisions.
- Should considerable changes to the costs of raw material, wages, energy and other costs occur after giving an offer or after entering into the contract, we shall be entitled to adjust the price accordingly. We shall be entitled to change the price factors, if deliveries or services should not be rendered within two weeks after making the contract. Our offers become invalid after two weeks from the date of the offer, unless otherwise agreed in writing.
- We shall not be obliged to accept extension contracts and are not bound to prices that were agreed at the first or subsequent orders. Should the contractual partner agree on an appropriate price adjustment, we shall be entitled to rescind the contract without additional costs.
- The customer is obliged to comply with all relevant legal regulations of the country in which the goods provided by us are delivered by the customer or in which a continued delivery or use can reasonably be assumed. This particularly includes – but is not limited to – labelling requirements, product safety regulations etc.

IV. Moulds (tools).

- The price for moulds includes the costs for a one-off sampling, not however the costs for testing or processing equipment, as well as possible changes ordered by the party placing the order. Costs for additional sampling ordered by the supplier shall be borne by the supplier.
- Unless otherwise agreed, the supplier is and remains the owner of the moulds produced by the supplier itself or a third party commissioned by it. Moulds are only used for jobs of the party placing the order provided that the party placing the order complies with their payment and acceptance obligations. The supplier is not liable for the loss of the moulds if these are necessary to fulfil the output quantity promised to the party placing the order. The storage obligation of the supplier shall expire two years following the final parts delivery from the mould and advance notification of the party placing the order.
- If the party placing the order becomes owner of the moulds in accordance with an agreement, ownership shall transfer to them after full payment of the purchase price of the moulds. The transfer of the moulds to the order is replaced by the order for the benefit of the party placing the order by way of a storage contract. Regardless of the statutory right of the party placing the order for the goods to be surrendered and regardless of the service life of the moulds, the supplier is entitled to exclusive ownership thereof until the end of the contract. The supplier must label the moulds as third-party property and, at the request of the party placing the order, insure the moulds at their cost.
- For moulds pursuant to para. 3, 000 €, by the person placing the order and/or moulds provided on a loan by the party placing the order, the liability of the party placing the order and care is limited to the care exercised in one's own affairs. Costs for maintenance and insurance shall be borne by the party placing the order. The obligations of the supplier shall expire if, after the job is carried out and following a corresponding request by the party placing the order, the moulds are not collected within a reasonable period. Provided that the party placing the order does not fulfil their contractual obligations in full, the supplier has a right of retention to the moulds in each case.

V. Material supplies

- If materials are provided by the party placing the order, they must be delivered in a perfect condition and in a timely manner at their own cost and risk with a reasonable quantity premium of at least 5%.
 - If these requirements are not met, the delivery time is extended accordingly. Except in cases of force majeure, the party placing the order shall bear additional costs, including for interruptions to production.
- #### VI. Trainings Sales promotion
- The party placing the order and their employees responsible are required to participate in ttp Papenburg training programmes, provided these are offered, to ensure, pursuant to the contract, compliance with uniform marketing, sales optimisation and the necessary level of expertise to competently sell products.
- #### VII. Transport, Insurance, Transfer of Risk
- Delivery of goods to be delivered by us shall take place by means of a transport of our choice, especially by lorry. Should our contractual partner demand a special type of transport (e.g. express, air freight), they shall bear the additional costs incurred as a result.
 - Upon written request of the customer, the goods shall be insured against transport and fire damage at their own expense. We shall not otherwise be obliged to take out a transport insurance policy.
 - Transport shall take place at the risk of our contractual partner. The transfer of risk at the time of transport shall take place pursuant to Section 447(1) BGB (German Civil Code) by handing over the goods to the transport company. If the goods are ready to be delivered and the delivery or the acceptance is delayed for reasons for which we are not responsible, the transfer of risk shall take place at the time of announcing readiness for delivery.

VIII. Delivery, Order Quantity, Default of Acceptance.

- The delivery time given in our order shall be binding. The supplier is obliged to inform us in writing without delay if circumstances occur or become known to them that make it apparent that the delivery time cannot be met. In the event of delay in delivery, we shall be entitled to all legal claims, in particular compensation for the damage caused by the delay, damages and withdrawal from the contract. Furthermore, in the event of service delay, we shall be entitled to demand a special type of transport (e.g. express delivery). The costs arising as a result shall be borne by the contractual partner who is in default.
- Delivery times for goods to be delivered by us shall only be binding if this was expressly agreed in writing. In the event of force majeure or if unforeseen obstacles occur, which we cannot avoid despite taking reasonable care based on the circumstances of the individual case, such as labour disputes, official measures at home or abroad, power cut off, delay in the delivery of essential raw materials, operational interruptions or limitations of suppliers, all of these through no fault of us, delivery deadlines shall be suspended for the duration of the obstacle, regardless of whether the obstacles have occurred. If delivery is impossible, we shall be exempted from our service duty. Therefore, our contractual partners shall be entitled to claim compensation for damage only in cases where we are responsible due to intent or gross negligence.
- We shall be entitled to partial deliveries. Contracts with agreed partial deliveries (call orders) make it necessary to accept partial deliveries in somewhat similar monthly intervals.
- In the event of customised goods, the quantities ordered may vary by up to 10% above or under. In this case, the contractual partner shall be entitled to corresponding financial compensation.
- Should our contractual partner be in default of acceptance or breach other duties of collaboration, our right to the contractually agreed counter performance shall remain unaffected thereby (Section 262(2) BGB). The contractual partner who is in default of acceptance shall bear the costs for damage and additional expenses incurred as a consequence of the default of acceptance. The risk of accidental loss or accidental deterioration shall be passed at the time the default of acceptance arose.
- Invoices for goods ordered by us separately from the goods on the day of dispatch. Each delivery shall contain a delivery note. The order number and the material number shall always be indicated on invoices, delivery notes, consignment notes and in all correspondence. Otherwise, we shall not be responsible for delays in the processing.

IX. Guarantee and Liability

- Pursuant to Section 371(1) BGB (German Civil Code), the contractual partner shall examine the goods received without delay after our delivery and inform us of any possible faults without delay. Should we not be informed thereof, then the goods shall be deemed to have been approved and the contractual partner shall be responsible for the burden of proof of any faults still to be reported.
- Minor quality deviations and item differences must be accepted by the customer insofar as they are deemed standard in the trade and reasonable. Non-obvious defects must be reported in writing without delay after being detected, but no later than three months after the transfer of risk. After this reporting period has passed, warranty claims cannot be made insofar as the customer does meet obligations required to execute the contract, particularly to carry out an immediate examination in accordance with Section 377 of the HGB.
- The initial samples, which the supplier will present to the Buyer upon request will define quality and finish of the products. References to technical standards serve as a description of services and shall not be interpreted as a guarantee of quality.
- If the supplier has advised the party placing the order beyond their contractual obligation, they shall be liable for the functionality and suitability of the supplied goods only with express assurance in advance.
- The statutory limitation periods shall apply (Section 438 of the BGB).
- In the case of faults in the goods delivered by our contractual partners, we shall have the option to demand replacement delivery or removal of the faults or to rescind immediately the contract, to reduce the purchase price or to demand compensation instead of the service.
- Likewise, in the case of faults in our services, we shall have the option to offer the purchaser replacement delivery or removal of the faults (Section 439 BGB). The agreement for the original service shall also apply to replacement deliveries and removal of faults. In the event of removal of faults, we shall not bear the additional costs associated with the placement of the delivery object in another place different from the place of fulfillment. Should we not be prepared to or be not in the position to provide a replacement delivery or remove the faults or if such a replacement or removal is ultimately unsuccessful, the contractual partner shall be entitled to have the option to rescind the contract (Sections 437, 440, 323, 326 BGB) or to reduce the purchase price (Sections 437, 441 BGB). Further claims, in particular those with regard to compensation for direct or indirect damage shall be excluded, unless we are responsible due to intention or gross negligence. In case of delivery by transport vehicles, objections shall be noted on the delivery note or consignment note, insofar as they are connected with the transport. Otherwise, we shall be exempted from any liability.
- The warranty does not cover such damage caused by the customer, especially damage incurred by the buyer due to natural wear, excessive room heating, temperature and weather conditions or improper handling.
- Unauthorised reworking and improper handling result in the loss of all defect claims. The party placing the order is only entitled to perform rectification and to request compensation of reasonable costs with advance written notification of the supplier only to defend against disproportionately large damages or in the event that the Supplier defaults on defect removal. Wear and tear or deterioration through contractual use does not result in any warranty claims.
- If our liability is excluded or limited, this shall also apply to personal liability of any vicarious agents. If we negligently breached an essential contractual obligation, our obligation to pay damages for personal injury and property and pecuniary damage shall be limited to the sum insured under our professional liability insurance. Upon request, the contractual partner may be allowed to view our policies.
- Insofar as the supplier is responsible for damage to a product, they shall be obliged to indemnify us against claims for compensation for damage from third parties on first demand, insofar as the causes are found in their field of control and organisation and they themselves are liable vis-à-vis third parties. In this context, the supplier shall be also obliged to reimburse any expenses, which arise from or in connection with any product recall carried out by us. We shall be the supplier, as far as possible and reasonable, regarding the content and scope of the recall measures to be carried out and shall give them an opportunity to comment. The supplier hereby undertakes to keep a global product liability insurance policy with a cover amount of 2.5m per damage case. Should we be entitled to further claims for compensation for damage, these shall remain unaffected.
- The supplier shall be responsible for ensuring that no rights of third parties are breached in connection with their delivery. Should we therefore be subject to a claim from a third party, the supplier shall be liable against third parties on first demand. Without the consent of the supplier, we shall not be entitled to enter into any agreements with the third party, in particular, to conclude any settlement. The supplier's indemnity obligation covers all expenses necessarily incurred by us from or in relation to a claim by third parties.
- Returns shall not be accepted without prior written mutual understanding. Accepted goods shall be stored at the expense and risk of the customer. Only our product description is deemed agreed with regard to the quality of the goods. In addition, public statements, promotion or advertising do not represent any contractual indication of the quality of the goods.
- The trader is obliged to set up and maintain a traceability system in agreement with ttp Papenburg for sold and processed profiles.
- Insofar as ttp Papenburg grants a functional warranty or guarantee in their documentation, this hereby exclusively refers to a functional warranty in the event of tearing, splintering or breakage as direct and sole influence of termites, insects or soft rot fungi. Warranty rights regarding colours and paint are expressly not agreed.

X. Returns.

Our products may only be returned with our approval quoting our invoice number. A share of the costs of processing these returns of at least 33% of the value of the goods shall be charged. Custom-made product shall be excluded from this option. The customer reserves the right to provide evidence that contrary to our lump-sum claims we suffered no or only lesser damage.

XI. Preservation of Rights and Changes.

Goods that are manufacturer in series shall in principle be sold by sample or image. A claim for the delivery of exhibits shall only exist if specifically agreed. Deviations in colour, dimensions and grain customary in the trade are reserved. All figures, dimensions and weights are not binding, design modifications reserved.

XII. Installation Work, Ancillary Duties.

- In the event of installation work, the supplier shall observe our installation guidelines and safety regulations, which we make available to him upon request. He shall inform himself exactly on the contents of our installation guidelines and safety regulations.
- Machines and work equipment must comply with the European Union Law. The current guidelines must be observed. Should special guidelines apply to a machine, they must also be observed. Relevant European Union standards should be listed in the declaration of conformity. Should special standards not be available currently, national regulations shall apply.

XIII. Technical Indications for Use.

All data and information on the suitability and use of the object of the service shall not be binding and shall not release our contractual partner from the duty to carry out his own tests and trials. These are essential with regard to the variety of possible purposes of use for each product, and given the respective special circumstances of our contractual partners. The contractual partner shall bear the risk of success and the risk of technical and financial usability of his installation even in the event of technical support provided by us. Our contractual partner shall be responsible for observing legal and official regulations when using our deliveries and services.

XIV. Tools, Layouts.

- Tools, pattern layouts and packaging designs, which are made either by us or by our contractual partners based on our experiences and drawings, shall become our property even if they are charged for, provided that there is not a contractual agreement entered into with a different content in the individual case. Insofar as we are obliged to store tools and drawings, a duty of storage shall end in any case, if our contractual partner does not give any additional orders to us within 2 years after the last delivery.
- The supplier hereby undertakes to use the tools exclusively for manufacturing the goods ordered by us and to take out an insurance policy, at his own cost, for the tools belonging to us, at their new value, against fire, water and theft. In addition, he shall carry out, in good time and at his own cost, the necessary maintenance and inspection work or shall arrange for a professional to carry out the said work. He shall inform us without delay of possible faults. Should he not inform us, we shall expressly reserve the right to claim for compensation for the damage arising thereby.
- The party placing the order shall bear the costs pro-rata for the manufacturing of the tools. The price for the tools does not contain the costs for testing or processing equipment, as well as possible changes ordered by the party placing the order. These costs shall be invoiced separately. This shall also apply to costs for additional patterns different from the first pattern, insofar as the party placing the order has ordered these. Should the party placing the order not pay the pro-rata tooling costs or the goods delivered to him, as contractually agreed, the tools may be used for any other purpose. The tools shall remain the property of us. However, we shall not be liable for damage appearing despite taking proper care.

XV. Sale of Profiles under the SDF (Salzmander Decking, Fence & Facade) Brand

The retailer undertakes to only comply with our guidelines and to agree these with us if necessary in relation to the distribution and sale of goods and other products. We shall make the latest version of these guidelines available to the retailer on request.

XVI. Trademark Rights.

- We shall not be liable for use free from protection rights with the delivery of our products. Even if we render the delivery according to data, drawings, models or patterns, which are given to us by our contractual partner, he shall guarantee that no third party's trademark rights are breached through the manufacture and delivery of these items. Insofar as, by claiming a trademark right, a third party deny us the manufacturing and delivery of goods that are produced according to data, drawings, models or patterns of the contractual partner, without being obliged to check the legal situation as to excluded claims for compensation by the contractual partner, we shall be entitled to stop the manufacture and delivery and to demand compensation for the costs caused.
- The contractual partner hereby undertakes to indemnify us without delay in connection with claims concerning license and compensation for damage from third parties. Upon our request, the contractual partner shall pay an appropriate advance payment for all direct and indirect damage and claims arising from the breach and assertion of possible trademark rights. We shall own the sole manufacturing right on all profiles and other products, which are manufactured according to layouts, drawings and/or tools developed by us. Limitation and manufacture by the contractual partner or third parties shall be allowed only with our express approval.
- We reserve all ownership rights and copyrights to illustrations, drawings, plans, calculations and other documents. These must not be made accessible to third parties without our express approval. They may only be used to render the contractual services and, on request, returned to us – voluntarily no later than on termination of the contractual relations.

XVII. Retention of Title.

- Our deliveries and services shall remain our property until complete payment of all debt claims, including all ancillary debt claims, have been made. Should our contractual partner breach the contract, in particular be in default of payment, we shall be entitled to demand the return of our deliveries and services. There shall be no rescission of contract when demanding return of the goods, unless we had expressly declared this. There shall always be rescission of contract when there is garnishment of our deliveries and services. We shall be entitled to liquidate our deliveries and services after their return. The liquidation proceeds less appropriate liquidation costs shall be credited.
- Our contractual partner shall not be entitled to pledge the goods under retention, to assign them to third parties as a security or otherwise to encumber the same with rights of third parties before complete payment. In the case of garnishes orders or other third party interventions, our contractual partner shall inform us immediately in writing, so that we can file a claim pursuant to Section 771 ZPO (German Code of Civil Procedure). If the third party is unable to reimburse us for judicial or out-of-court costs in respect of a claim pursuant to Section 771 ZPO, our contractual partner shall be liable for the loss caused to us.
- Our contractual partner shall be entitled to resell our goods under retention in the ordinary course of business. However, he hereby assigns to us, already now, all debt claims in the sum of the total sum of our invoice including VAT, which he receives from his purchasers or third parties from reselling the goods and irrespective of whether the delivered items under retention of title are resold without or after further processing, mixing and other transformation. We hereby accept this assignment. Our contractual partner shall be authorised to claim his debt claim from the purchaser even after the assignment. Our authorisation to claim the debt claim ourselves shall thereby remain unaffected. However, we hereby undertake not to claim the debt claim ourselves, insofar as our contractual partner pays his payment duties from the received proceeds, he is not in default of payment and in particular, if an application is made to commence insolvency proceedings or payments cease to be made. Should one of the above-mentioned circumstances occur, we may demand that our contractual partner disclose to us the assigned debt claims and their debtors and to give us all the information necessary for the claim, as well as handing over the documents related to it and to inform the debtors about the assignment to us.
- Our contractual partner shall also assign to us the debt claims for securing our debt claims against him, which he incurs towards a third party through a connection of our delivered items, under retention of title, with a property. We hereby accept this assignment.
- Upon request of our contractual partner, we shall be obliged to release the securities, to which we are entitled, insofar as the value of the securities exceeds our debt claims, to be secured, by more than 20%. The option of the securities to be released shall be incumbent upon us.

XVIII. Payments.

- Unless otherwise expressly agreed in writing, payment of invoices by us to our customers shall take place within 14 days with 2% discount.
- Payment of invoices by us shall take place within 14 days with 3% discount, within 30 days with 2% discount or within 60 days net, whereby the invoice data of a decade is completed and added on the last day of the decade (decade regulation), provided there are no express provisions to the contrary in writing.
- Insofar as payment in instalments has been agreed upon, the said agreement shall be void, if our contractual partner is wholly or partially in default of payment of an instalment for longer than one week, or in the case of cheques or bills of exchange, if they cannot be honoured. If there is a bill of protest or if a cheque was not honoured, all other bills of exchange and cheques of this contractual partner shall be immediately due for payment.
- Bills of payment and cheques shall be accepted only on account of performance, subject to correction of protest, as well as only after agreement and under the condition of being discounted. Our contractual partner shall bear the discount costs from the day when our invoice debt claim become due.
- The basis for entering into the contract is our contractual partner's creditworthiness. Should reasons become known, giving justifiable doubts as to the fulfilment of contractual payment duties, such as application to commence or commencement of insolvency proceedings, already occurred or imminent debt overload, insolvency or if payments cease to be made, we shall be entitled to withhold deliveries until receiving an appropriate security and/or to rescind the contract, if no suitable security was received within a reasonable deadline.

XX. Offsetting and Retention Rights.

We shall be entitled to rights of offsetting and retention within a legal scope. Otherwise, set-off rights may only be declared and retention rights only exercised with legally determined and undisputed counter-claims or those counter-claims recognised by us.

XXI. Authorisation for Collection.

Authorisation for collection for us presupposes that our written authorisation and our invoice are submitted. Our contractual partner hereby undertakes to make sure that he informs himself with regard to an authorisation for collection.

XXII. Data protection

- The required personal data of the contracting party are collected, processed and used for the handling of the business relationship at ttp Papenburg. The legal basis for this is Art. 6 para. 1 lit. b (fulfillment of contract) DS-GVO, as well as Art. 6 para. 1 lit. f (our legitimate interests) DS-GVO or Art. 6 para. 1 lit. c (consent) DS-GVO.
- All data processing is carried out in accordance with the General Data Protection Regulation DS-GVO. By means of certain technical and organisational measures we secure the data of the contractual partner stored by us against loss, access or manipulation by unauthorised persons. If the contractual partner makes use of his right to delete data, all data that does not have to be stored explicitly by law will be deleted immediately. ttp Papenburg will inform about the measures taken immediately.
- If necessary, the address and contact data of the contractual partner will be forwarded to the transport service provider commissioned with the delivery, as far as this is absolutely necessary for delivery. In any case, only the absolutely necessary data will be transmitted (data minimization).
- Detailed information on the subject of data protection as well as on the rights of the parties concerned can be found in the data protection information on our homepage at <https://www.ttp-kunststoffprofile.de/technisches/datenschutz>.
- You can contact our data protection officer via datenschutz@ttp-papenburg.de or at the following postal address: ttp Papenburg GmbH, Am Deverhafen 4, 26871 Papenburg

XXIII. Place of Fulfilment, Jurisdiction, Applicable Law.

- The registered office of our Company shall be the place of fulfilment for all duties incumbent upon us, insofar as there are no written provisions to the contrary in the individual case.
- The court in charge of our registered office shall have jurisdiction for all types of disputes with contractual partners, who are registered merchants, legal entities under public law or other public law special fund. However, we reserve the right to file claims at the places of the registered offices or of residence of our contractual partners.
- The Law of the Federal Republic of Germany shall exclusively govern the legal relationship with our contractual partner under exclusion of the harmonised sales law and the uniform UN Convention on the International Sale of Goods.

XXIV. Severability Clause.

If one of these terms shall be or become completely or partially ineffective or void, the validity of the remaining terms shall remain unaffected. The ineffective or void term shall be replaced by a term that approximates the financial purpose of the ineffective or void term to be replaced.

