

STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions of Trade and Delivery, as established by Dichtungspartner Hamburg GmbH, Ferdinand-Harten-Str. 15, 22949 Ammersbek, Germany, hereafter referred to as "dph":

1. Application:

The terms and conditions set out below form part of all contracts for services, supplies and quotations by dph. Sales shall be made solely on the basis of the terms and conditions below. Ancillary agreements and amendments shall only be deemed valid if in writing.

If our contracting partner has its own terms and conditions which differ from dph's terms and conditions, we shall only be bound by the aforementioned terms and conditions of the contracting partner if we specifically accepted them in writing on conclusion of the contract. We hereby specifically state that we shall not accept a counter-confirmation by the customer with reference to its own terms and conditions.

2. Quotations:

All quotations are subject to change. We shall not be bound by any arrangements made orally, by telegraph or telephone until we have issued a written confirmation. Any details given in brochures, advertisements, etc., including prices, shall not be binding until specifically agreed in writing.

3. Prices:

Our prices are given in euros (EUR) ex works and exclude German VAT. Prices exclude postage/delivery, packing and insurance.

4. Delivery:

4.1. Prices are given ex works. Unless free delivery has been agreed, the purchaser shall bear the costs associated with dispatch/shipment. It shall also bear costs ex delivery destination. Freight refunds are not granted. The goods shall be insured only if the customer so requests in writing, and insurance shall be at the customer's expense.

4.2. Collection and dispatch of the goods ex works or distribution warehouse is in all cases at the customer's risk.

4.3. We reserve the right to charge a minimum-quantity flat rate or a minimum cost-contribution flat rate for small orders.

4.4. In the case of blanket/call orders, we are entitled to procure the material for the whole order and to manufacture the entire

quantity ordered immediately. Any change requests by the customer cannot be accepted after the order has been placed, unless this was specifically agreed.

5. Payment:

5.1. Our invoices are payable in euro (EUR).

5.2. Invoiced amounts are payable (free of dispatch costs and other expenses) within 14 days after invoice date less 2% discount, or within 30 days after invoice date without deduction. Default interest is payable at the rate of 8% above the base interest if payment is late.

5.3. Cheques are not accepted.

5.4. Only payments made at the place of performance have the effect of discharging obligations. Payments made to employees of our company shall only discharge obligations if such employees have the appropriate collecting power (Inkassovollmacht).

5.5. If it becomes apparent after conclusion of the contract that our claim to payment may be in jeopardy because the customer is not able to discharge its obligations, then any other debt claims we have shall become due and payable immediately. In this event, we are entitled to make any remaining deliveries subject to payment in cash or the provision of security. This will not affect any further legal claims.

5.6. The customer may only set off payments against counterclaims which we have accepted or which have the authority of a final court judgment. This also applies to the retention of payments.

6. Tools and equipment:

Tools and equipment which we manufacture or engage a third party to manufacture shall be our property, even if our customer pays part of the manufacturing costs.

7. Packaging:

Paper packaging shall be subject to the lowest-possible charge. Chests, crates, barrels, sacks and other types of packaging shall be invoiced and, if returned freight-paid and in good condition within 4 weeks after receipt of the delivery, a credit note will be issued for 2/3 of the amount charged.

In the event that a rail company classifies a delivery as inadequately packed, this may not be used against us.



Seal it with a smile

Dichtungspartner Hamburg GmbH

Geschäftsführer:

Holger Krause | Dirk Höfert

Amtsgericht Lübeck

Handelsregister: HRB 4606 AH

USt-IdNr. DE 118 647 870

Hamburger Sparkasse

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IBAN: DE03 2005 0550 1350 1237 72

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IBAN: DE88 2135 2240 0260 0119 20

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8. Periods of delivery:

8.1. The periods of delivery shall begin when all details of the order have been explained, however, not before the purchaser has fulfilled any contractual obligations which must be performed beforehand. The delivery date is deemed to have been met if the goods have left the warehouse by the end of such date or, if the delivery is delayed for reasons not attributable to us, on notification that the goods are ready for dispatch within the agreed period of delivery.

8.2. The delivery obligation is subject to the condition that dph has been supplied correctly and in due time by its suppliers.

8.3. Partial deliveries within the agreed time and quantities are permissible and may be invoiced separately.

8.4. If any acts of force majeure, industrial disputes or their consequences or other events which are outside the scope of our control delay the performance of our delivery obligation, regardless of whether they affect us or our sub-contractors, the period of delivery shall be extended by the length of such delay. Both parties shall have the right to cancel the contract if the delivery later becomes impossible or unreasonable for one of the parties due to an event of the above nature.

8.5. The purchaser is entitled to terminate the contract, in accordance with the legal provisions, in the event of delay or if delivery is impossible for reasons attributable to us. If the delivery is delayed and if the purchaser thereby suffers loss, it is entitled to demand a lump-sum amount as compensation for the delay. Such compensation shall be, for each full week of delay, 0.5% of the value of that portion of the total delivery which, as a result of the delay, cannot be used on time or in accordance with the contract, up to a maximum of 5% of such value.

8.6. If delivery is delayed at the purchaser's request, the purchaser shall be charged the costs of storage, commencing 2 weeks after notification that delivery is ready, subject to a minimum charge of 1% of the invoice amount for each week.

9. Tolerances:

Any recommendations we give as to the use of our products are made to the best of our knowledge. The purchaser is at all times under an obligation to satisfy itself by means of its own enquiries that the goods delivered are suitable for the intended purpose. Deviations from samples and earlier deliveries are permissible if they do not affect quality and use. We reserve the right to deviations in quantity of $\pm 10\%$.

10. Complaints and liability for defects:

10.1. Immediately after receipt, the purchaser must inspect the goods and give written notification promptly, or no later than within 10 days after receipt, of any obvious visible defects, incorrect quantities or

incorrect deliveries, specifying the defect. In the case of latent defects, it must do this within 10 days after discovery of the defect.

10.2. If there are defects, we guarantee as follows: We shall, at our discretion, replace free of charge or repair all parts which prove to be unusable or whose use is not inconsiderably affected as a result of circumstances existing before risk was transferred.

10.3. The purchaser is entitled to rescission of the contract or to a reduction in price if we allow a reasonable extension of time for post-performance or repairs to elapse without resolving the defect, or if more than one attempt at post-performance or repair does not resolve the defect. If we deliver a defect-free item for the purpose of supplementary performance, or if the purchaser rescinds the contract, then it must pay value-related compensation for the benefit derived. The value of the benefit derived shall be determined by pro rata temporis straight-line depreciation in the ratio between the actual period of use and the estimated useful life.

10.4. The statutory limitation period of 2 years shall apply to notification of defects under Section 437 BGB (Bürgerliches Gesetzbuch - German Civil Code).

10.5. The provisions below under "General Liability" shall apply to liability to pay compensatory damages for liability for defects.

11. General liability:

11.1. Without prejudice to the provisions under point 5 of "Periods for delivery", claims for damages of any kind in connection with and apart from liability for defects are excluded - for delay or impossibility, for breach of other contractual obligations, for mistakes on conclusion of the contract, for tort or for any other legal reason, in particular also for damages which do not occur to the items delivered themselves. There shall only be liability where there is intentional conduct, gross negligence, culpable injury to life, limb or health, defects which we have fraudulently concealed, on assumption of a warranty made regarding the existence of any specific feature or for defects in the items delivered, to the extent that there is liability under product liability laws for material damage to privately used items and for personal injury.

11.2. We shall also be liable for culpable breach of essential contractual obligations. However, provided there is no gross fault, such liability shall be limited to damage which is deemed typical as regards this type of contract and reasonably foreseeable.

12. Returns:

Returns which are not based on a legal claim shall only be accepted, carriage paid, with our express written consent. As compensation for the costs incurred on any return, we shall retain from the credit note a corresponding reduction in the net invoiced value of the goods,



subject to a minimum of 20% of the net invoiced value of the goods.

13. Reservation of title:

13.1. The goods delivered shall remain our property until all outstanding amounts owed to us in connection with the business relationship, including incidental expenses, have been paid. If operating an open account, the property subject to the reservation of title shall be deemed to be security for our current account.

13.2. If our goods are combined or mixed with other goods which do not belong to us, we shall have joint ownership in the new object or the mixed item in proportion to the invoice value of the goods subject to the reservation of title compared with the value of the other combined or mixed goods at the time they were combined or mixed. If, as a result of combination, the purchaser acquires sole ownership in the new item, it hereby assigns to us joint ownership in the new item in proportion to the invoice value of our goods subject to the reservation of title compared with the value of the other combined goods remaining at the time they were combined, and shall keep such item in custody for us using the care of a prudent merchant.

13.3. Resale of the goods delivered, even if combined or mixed, is only permitted to resellers in the usual course of business and subject to the reservation of title and only if the debt claim arising from the resale is assigned to us. The purchaser may not pledge the goods as collateral nor transfer ownership therein by way of security, nor may it agree on a non-assignment clause. The purchaser must notify us immediately if there is any pledge or any other third-party action which may affect our rights.

13.4. The purchaser hereby assigns to us in advance any outstanding debts owed to it from the resale or for any other legal reason in respect of the goods we have supplied, both existing and arising in future as soon as they come into being. We accept such assignment. The value of the goods subject to the reservation of title shall be our invoice amount plus a security premium of 10% which shall however not apply if third-party rights present an obstacle to this. If our goods are resold after they have been combined or mixed with other goods, or if the new item which arises through combination is resold, the claim against the purchaser's customer will be assigned in the amount of the invoice value of our processed, combined or mixed item, or up to the amount which corresponds to our share in the joint property, if this is lower.

13.5. The purchaser is entitled to collect the debt claims assigned provided that it duly fulfils its payment obligations to us.

13.6. If the value of the security assigned to us exceeds our debt claims by more than 10% in total, we are under an obligation to release the securities of our choice upon request by the purchaser. Ownership in the goods subject to the reservation of title and the assigned debt claims shall pass to the customer on payment of all our debt claims in connection with the business relationship.

14. Property rights:

If we have made our supplies in accordance with drawings, models, samples or other documents provided by the purchaser, the purchaser guarantees that third-party property rights are not breached. If a third party claims in such a case that we are breaching a property right, e.g. through the manufacture or supply of the goods, then we shall be entitled, without further inspection, to discontinue our activity subject to our other rights. The purchaser undertakes to notify us immediately if there are any risks of breach or alleged cases of breach as soon as they become known.

15. Place of performance, jurisdiction, applicable law, general:

15.1. The place of performance for deliveries and payments is Ammersbek. The courts of Ahrensburg will have jurisdiction for any disputes with traders or with people who do not have a legal domicile within Germany - even in the cases involving bills of exchange and cheques. We are also entitled, at our discretion, to bring an action against the purchaser before the courts which have jurisdiction in the place where the purchaser has its head office.

15.2. German law will apply to the contractual relationship. The provisions of UN sales of goods law will not apply.

15.3. The latest version of Incoterms will apply if clauses defined in the Incoterms are agreed.

16. Data storage:

As required by Section 28 of the Bundesdatenschutzgesetz (Federal Data Protection Act - BDSG), we draw attention to the fact that the data necessary for the purposes of our business will be processed and stored using data processing equipment in accordance with Section 33 of the BDSG. The purchaser agrees that we may use the data obtained from our business relationship with it, in accordance with data privacy provisions, only for our own business purposes.

17. Severability and concluding provision:

If any individual provisions of these Terms and Conditions should be void, this shall not affect the validity of the remaining provisions. Any provision which is void will be replaced by a valid provision which comes as close as possible to the purpose sought by the void provision. This is an English translation of the original Standard Terms and Conditions. In the event of any conflict or inconsistency between the English translation and the German original, the German original shall prevail. Neither the Company nor the Language Professional can accept liability for any direct, indirect, special, consequential or other losses or damages arising out of erroneous translations. Only the German version shall be deemed authoritative.

Date: July 2023

