

### § 1 Validity of the conditions

The following conditions are the basis of every transaction. They also become part of the contract if the customer uses conditions that deviate from these conditions. Deviating agreements generally require our express written confirmation to be effective. Counter-confirmations by the customer with reference to his business or purchasing conditions are hereby contradicted.

### § 2 Offer and conclusion of contract

- 2.1. Our offers are always non-binding. Offers contained in brochures, advertisements, etc. are also non-binding and non-binding with regard to price information. CT-Coating AG is bound to specially prepared offers for 60 calendar days from the date of the offer. Insofar as the offer includes cost estimates, drawings, illustrations, samples, dimensions and weights, etc., minor or customary deviations and modifications are possible, so that they are only approximate unless otherwise expressly agreed.

We reserve the right of ownership and copyright to the offer and the associated documents. Forwarding, publication, duplication or implementation to and by third parties is not permitted. Upon request, the documents are to be returned without withholding copies.

- 2.2 We reserve the right to make changes to the item described or illustrated at any time and without special notice, while retaining the essential features. We reserve the right to correct calculations or misprints in the offer.
- 2.3. Information in offers and/or order confirmations from CT-Coating AG that is based on an obvious error, namely a typographical or calculation error, does not bind CT-Coating AG. Rather, the obviously intended explanation applies.

### § 3 Contract

The customer / contractual partner is bound to his contract application for 4 weeks. The contract is concluded when CT-Coating AG confirms acceptance of the order in writing within this period, has performed the delivery or service, or begins to perform the service or delivery.

### 4 § Prices, transfer of risk

- 4.1 We are bound to contractually agreed prices for our deliveries for four months. If the delivery date is later agreed, or if the customer belongs to the group of people mentioned in Section 24 of the General Terms and Conditions Act, we deliver or perform at our prices valid on the day of the transfer of risk, without prior notification of the customer.
- 4.2 Unless carriage paid delivery has been agreed, the shipment is made at the expense of the customer. In the case of all deliveries, including those that are carriage paid or where freight is presented, the risk of accidental loss passes to the customer when the goods are handed over to the forwarding agent or carrier or our own personnel responsible for carrying out the shipment or transport. Insurance against damage of all kinds will only be taken out at the express request of the customer and at his expense.

## § 5 Delivery

- 5.1 Specifications of delivery times or production dates are only binding if they have been confirmed by us in writing. The specified delivery times are given conscientiously in accordance with the existing circumstances and are adhered to as far as possible. The delivery period is deemed to have been met if the goods have left the factory or distribution center by the end of the delivery period or, if the goods are ready for dispatch, the readiness for dispatch has been reported. If advance payments from the client arrive late, CT-Coating AG can announce updated delivery times in writing shortly after receipt of the advance payment. If these delivery times do not suit the customer, he can cancel the order in accordance with §5.4.
- 5.2 Official orders or measures, force majeure, strikes, war, lockouts, traffic and operational disruptions or shortages of raw materials and any other hindrance to delivery release us from our obligation to perform for the duration. If the hindrance is unlikely to be eliminated in the foreseeable future, we are entitled to stop delivery or to withdraw from the contract in whole or in part, without the buyer being entitled to subsequent delivery or compensation. We will inform the customer immediately before restricting the delivery or partial withdrawal. He has the right to refuse to fulfill the remaining obligations if the partial delivery is worthless to him. This also applies if these circumstances occur upon delivery.
- 5.3 If we exceed the agreed delivery time, the customer has the right to set a grace period of eight weeks by registered letter, with the express declaration that after the deadline has expired, he will refuse to accept the service and withdraw from the contract. The costs incurred by CT-Coating AG up to that point will then be reimbursed by the client.
- 5.4 If the customer cancels his order, or if he does not meet his payment obligations after a reminder, CT-Coating AG can charge the contractor a flat-rate cancellation fee of 30% of the order value. If the damage suffered by CT-Coating AG is higher, CT-Coating AG can also assert this against proof using the stated flat rates.

## § 6 Warranty - Claims for Defects

- 6.1 Complaints about deliveries or services can only be asserted in writing by merchants or similar institutions within eight days of receipt. Non-merchants must report obvious defects in writing within eight days. The statutory provisions apply to hidden defects. If the notification of defects is made in good time, the customer is entitled to repair or replacement delivery free of charge, at our discretion. The purchaser can only demand cancellation of the purchase contract or reduction of the payment after two failed repairs or replacement delivery.
- 6.2 Insignificant, reasonable deviations in the dimensions and designs, especially in the case of repeat orders, do not justify complaints unless absolute compliance has been expressly agreed. Technical improvements and necessary technical changes are also considered to be in accordance with the contract, provided they do not impair the usability.

If the entrepreneur's operating or maintenance instructions are not followed, changes are made to the products, parts are replaced, or consumables are used that do not correspond to the original specifications, any warranty shall be void if the customer makes a suitably substantiated assertion that one of these circumstances caused the defect has not refuted.

- 6.3 Incidentally, it also applies to this group of people that claims for damages for whatever legal reason can only be asserted against us if any damage is based on an intentional or grossly negligent breach of contract. This applies in particular to consequential damage caused by defects. We assume no liability for incorrect product descriptions, incorrect technical data and incorrect operating instructions from the manufacturer.
- 6.4 Furthermore, the statutory provisions apply for the duration of the warranty. To prove warranty claims and possible guarantee claims, the customer is obliged to submit the guarantee certificate together with the invoice when asserting it.
- 6.5 Liability for normal wear and tear is excluded.

#### § 7 Payment / Delay

- 7.1 Unless other terms of payment are mentioned in the offer, all invoice amounts are to be paid immediately and without deduction.
- 7.2 CT-Coating AG expressly reserves the right to refuse checks or bills of exchange. Acceptance is always only on account of performance. Discount and bill of exchange charges are at the expense of the customer and are due immediately.
- 7.3 If, after the conclusion of the contract, there are justified concerns about the creditworthiness / commercial behavior of the customer or his economic situation, we have the right, at our discretion, to demand payment in advance or security deposits, or to make the entire remaining debt due, even if CT-Coating AG accepted checks.
- 7.4 If the customer finally stops making payments and/or if insolvency proceedings are filed against his assets, CT-Coating AG also has the right to interrupt the execution of the order and demand immediate settlement; in the event of refusal, we are entitled to withdraw from the part of the contract that has not yet been fulfilled.

In this case, the customer is not entitled to a claim for damages.

- 7.5 CT-Coating AG is entitled, despite the customer's provisions to the contrary, to initially offset payments against his older debts. CT-Coating AG will inform the customer about this type of offsetting. If costs and interest have already been incurred, CT-Coating AG is entitled to offset the payment first against the costs, then against the interest and finally against the main service.
- 7.6 If the customer is in default of payment, the entrepreneur is entitled to charge the respective statutory interest on arrears above the respective discount rate of the Deutsche Bundesbank. Interest on the due date will be charged to merchants from receipt of the goods or from the agreed due date if there is a mutual commercial transaction in accordance with Section 353 HGB.

CT-Coating AG reserves the right to assert further damage caused by delay. In the aforementioned cases, the customer is at liberty to prove that the damage was less, which is then decisive.

- 7.7 The customer cannot refuse his services because of any counterclaims, or withhold them, or offset them with counterclaims, unless these counterclaims are undisputed or established in good time.
- 7.8 Our claims are due immediately, even in the case of deferrals, as soon as the customer is in default with the fulfillment of one or more liabilities, bills of exchange or checks are protested, the customer stops making payments, is overindebted, has settlement or

Bankruptcy proceedings were opened or the opening was rejected due to lack of assets. We are entitled to reclaim and withdraw from the contract in the above cases.

### § 8 Retention of title

8.1 We reserve ownership of the delivered goods until payment/fulfilment of all claims arising from the business relationship between the parties, including claims from earlier deliveries or services. The customer may not dispose of the items subject to retention of title unless they have been delivered to him with the provision that they may be processed, installed or resold in the ordinary course of business.

8.2 If goods that are subject to retention of title are seized or otherwise disposed of by a third party, the customer must inform us immediately and draw the third party's attention to our rights. Costs arising from our intervention shall be borne by the customer. In the cases listed below, the customer is not entitled to sell, give away, pledge or assign as security the items delivered to him under retention of title.

a) If the delivery is made for a business operation maintained by the customer, the items may be resold within the framework of proper business management. In this case, the customer's claims against the customer from the sale are already assigned to CT-Coating AG. If the items are resold on credit, the customer must reserve title to his customer.

The customer hereby assigns the rights and claims arising from this retention of title to CT-Coating AG.

b) Any treatment or processing of the reserved items by the customer shall be carried out by the customer free of charge for CT-Coating AG. If the reserved items are processed, combined, mixed or mixed with other goods that do not belong to the entrepreneur, CT-Coating AG, the resulting co-ownership share in the new item is in proportion to the factor value of the reserved items to the other processed goods at the time the processing, connection, mixing or blending.

If the reserved items are resold together with other goods, regardless of whether without or after processing, combining, mixing or blending, the advance assignment agreed in paragraph a) above only applies to the amount of the factor value of the reserved items that are sold together with the other Goods have been resold.

c) If the reserved items are installed by the customer or on his behalf as essential components in the property of a third party, the customer already steps in against the third party or the person concerned for any claims for remuneration with all ancillary rights, including the granting of a security mortgage to CT-Coating AG.

d) If reserved items are installed as essential components in the customer's property, the customer hereby assigns the claims arising from the sale of the property or property rights with all ancillary rights to CT-Coating AG.

e) In the event of breach of contract by the customer, in particular default in payment, the seller (CT-Coating AG) is entitled to take back the delivered items after a reminder and declaration of withdrawal and the customer is obliged to surrender them. If the customer has fulfilled the contract, CT-Coating AG must return the items.

- 8.3 The treatment or processing of reserved goods takes place for us without any obligation on our part.
- 8.4 If the goods are resold, the customer hereby assigns his claims against his customers to us up to the amount of the claims resulting from this contract. We are entitled and the customer is obliged at our request to notify the customer of the assignment in writing. If necessary, the customer also has to reserve ownership of the items for us via his customers by way of extended retention of title.

#### **§ 9 Limitation of Liability**

Claims for damages from a positive breach of contract, from culpa in contrahendo and from tortious acts that are not based on the breach of a main contractual obligation by CT-Coating AG are excluded both against CT-Coating AG and against its vicarious agents or vicarious agents, unless the damage was caused intentionally or through gross negligence. This does not apply to claims for damages due to the lack of the contractually required suitability, which is intended to protect the customer against the risk of consequential damage.

Claims for damages under the law on liability for defective products (PrdHG) remain unaffected, as does liability for damage to life, limb or health.

#### **§ 10 Confidentiality Obligation, Data Protection**

CT-Coating AG and the customer are obliged in accordance with the statutory provisions and the contractual provisions to maintain secrecy about all facts that become known to them in connection with their work for the customer. However, the exchange of information between CT-Coating AG and the client is permitted at any time.

In the case of publicly funded consultations, the client agrees that a copy of a consultation report prepared will be given to the body responsible for assessing the result of the funding measure.

CT-Coating AG processes personal data exclusively for its own purposes. To do this, it uses automatic data processing systems. In order to fulfill the data security requirements of the appendix to §6 BDSG, it has taken technical and organizational measures that ensure the security of the data stocks and data processing processes. The employees involved in the processing are obliged to comply with the BDSG and are required to strictly comply with all data protection regulations.

#### **§ 11 Miscellaneous - Applicable Law, Place of Jurisdiction, Severability**

11.1 All ancillary agreements and changes to the contract are only valid in writing.

11.2 The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between CT-Coating AG and the customer, with the exception of the UN Sales Convention. If the customer is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the registered office of CT-Coating AG in Siegburg is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. This also applies to bills of exchange and checks.

11.3 Should individual provisions in these terms and conditions be or become invalid, this will invalidate all other provisions and agreements between CT-Coating AG and customer are not affected. The contract and our terms and conditions remain valid even if individual provisions are ineffective.