

GENERAL TERMS AND CONDITIONS OF THE COATINC COMPANY HOLDING GMBH

VALID FOR THE COMPANIES IN OUR CORPORATE GROUP: Coatinc24, Wildeshausen – Coatinc Becker GmbH, Saarlouis – Coatinc Bochum GmbH, Bochum – Coatinc Peine, Hohenhameln – Coatinc PreGa GmbH & Co. KG, Kreuztal – Coatinc Rhein-Main GmbH & Co. KG, Groß-Rohrheim – Coatinc Siegen GmbH, Kreuztal – Coatinc Würzburg GmbH, Rottendorf



§ 1 General Remarks – Scope

1.1 These General Terms and Conditions (hereinafter referred to merely as the “Terms and Conditions”) apply exclusively; any contradictory terms and conditions of the Purchaser will not be accepted, unless we have expressly agreed to them in writing. Our Terms and Conditions also apply when we make delivery or provide services to Purchasers without restrictions even if we are aware of any contradictory or deviating terms and conditions of that Purchaser.

1.2 Our Terms and Conditions apply only in relation to businesses in the definition of Sec. 14 BGB [German Civil Code] and legal entities of public law and to special funds of public law.

1.3 Our Terms and Conditions also apply to any future business transactions with the Purchaser.

§ 2 Definitions

In these Terms and Conditions, the following definitions shall apply.

2.1 “Purchaser” or “Client”: the person requesting a quotation or issuing an order concerning the performance of deliveries or rendering of services.

2.2 “Contractor” or “we” or “us”: the Coatinc Company Holding GmbH or the respective business unit of The Coatinc Company Holding Group, which receives the request for quotation or an order from the Purchaser.

2.3 “Quotation(s)”: the offer(s) from the Contractor addressed to the Purchaser, which specify the conditions of the performance of any work order.

2.4 “Order” or “Work Order”: the Order or Work Order issued by the Client to the Contractor regarding the performance of deliveries or the rendering of services, including the performance of works according to the terms and conditions specified in the Quotation.

2.5 “Order Confirmation(s)”: the confirmation(s) from the Contractor sent to the Client, confirming that an Order placed by the Client can be or has been accepted, and the confirmation of the terms and conditions applicable to it.

2.6 “Contract” or “Contracts”: the agreement concluded between the Contractor and the Client with regard to the Order and the terms and conditions applicable to it.

2.7 “Deliverables”: items to be delivered, surface treatments or processing to be rendered according to the Contract.

2.8 “Surface Treatment”: surface processing by means of hot-dip galvanization (high-temperature or normal-temperature galvanization and centrifugal galvanization) or coating or combinations of hot-dip galvanization and coating (duplex-method).

2.9 “Coating”: the surface treatment and processing through passivation, anodizing, powder and wet coating.

2.10 “§” without reference to a law, means the respective § in these Terms and Conditions.

§ 3 Enquiry, Quotation, Conclusion of Contract

3.1 The Purchaser is obligated to state in his or her inquiry, but no later than in his or her final order document, the material quality, material thickness, dimensions and size in sqm of the surface to be finished, unit weights, any pre-treatments possibly applied to parts to be finished by us along with the desired type of finish. For more complex or larger parts the corresponding drawings or at least drafts must be included, and for small hardware items a sample must be provided and we must be notified of self-contained and/or hidden hollow areas.

3.2 The Purchaser shall be liable for the correctness and completeness of the documents to be delivered and the information provided by it.

3.3 Our Quotations are subject to change. All agreements shall become binding only upon our written Confirmation. The same applies to amendments, changes and side agreements.

3.4 If an Order meets the requirements set forth in Sec. 145 BGB, we may choose to accept it within two weeks, acceptance of the order shall also be confirmed if we begin with the processing of the order within two weeks without reservations.

§ 4 Hot-dip Galvanization as Batch-Galvanization in the Standard Temperature Range

4.1 Unless agreed otherwise, parts submitted to us for hot-dip galvanizing will be batch-galvanized in the standard temperature range (normal temperature galvanization).

4.2 The quality of our work performance is exclusively based on agreed technical specifications. If no such specifications have been agreed, we owe expert galvanizing in terms of the material and workmanship in accordance with the current accepted standards, in particular pursuant to DIN EN ISO 1461, taking into account, however, the provisions of DIN 267, page 10. If we are tasked by the Purchaser to perform a final finish (see § 12) on top of the hot-dip galvanization within the meaning of applying a final decorative finish to the parts, the Purchaser shall have to accept areas where the zinc coat thicknesses are below those specified by the DIN EN ISO 1461 standard.

4.3 We assume that steel products to be zinc-coated comply with the requirements defined in DIN EN ISO 1090, and that the chemical composition and mechanical properties of the steel make it suitable for hot-dip galvanizing; Steel in compliance with other standards and/or with other properties may be supplied by the Purchaser only upon our prior request and written confirmation.

4.4 Unless agreed otherwise in individual cases, our acceptance inspection of parts delivered to us for hot-dip galvanization shall be limited to the obvious presence of such circumstances that would lead a skilled hot-dip galvanizer without special expertise in steel engineering to assume that the performance of the hot-dip galvanization would very likely lead to a production error or production errors. We emphasize that we do not owe an inspection for the presence of internal warping/internal tensions of parts delivered to us for hot-dip galvanizing that could negatively affect their suitability for galvanization in the course of our delivery acceptance inspection, as such testing cannot be realized by us with economically justifiable efforts.

4.5 The Purchaser is obligated to inform us at the latest when placing its order of any specification required pursuant to the DAST Directive 022 “Hot-dip galvanizing of load-bearing steel components” issued by the German Committee of Metal Construction. Before placing its order, the Purchaser must also check whether the DAST Directive 022 is applicable. The Contractor will invoice the Purchaser separately for any extra costs (testing, measurements ...) due to the application of the DAST Directive 022 (with the exception of the price of the galvanization which is specified under § 13).

4.6 The hot-dip galvanization process may occasionally cause cracking on and in zinc-galvanized steels and steel structures, which cannot be prevented by any means within the current state of the technology (“liquid metal-induced corrosion cracking”). When using fine-grained structural steels, hydrogen embrittlement and cracking as its consequence must also be expected, whereby avoiding such damages requires that such steels/steel structures are sand-blasted to a purity degree of SA 2½ before delivery for galvanization. The use of such steels must be communicated to us no later than at the time the parts are delivered.

4.7 We do not assume any liability for liquid metal-induced crack formation or crack formation due to hydrogen embrittlement or for any consequential damages.

§ 5 Powder Coating

5.1 As part of powder coating, we owe, unless explicitly agreed otherwise, an appropriate coating with the materials and workmanship according to DIN 55633.

5.2 We assume that parts to be finished with a powder coat will be delivered in a ready-to-coat condition. Ready-to-coat in this context means in particular that the parts to be finished are demagnetized and free from material, processing or surface defects that might have negative effects on the technical functionality, corrosion protection, the bonding of basic materials and/or the visual appearance of coatings. In workpieces that are the product of rolling techniques, such faults are e.g. cracking, localized porosity, contaminant inclusions and doubling, in die-cast pieces sunk areas and cold weld marks, shrink and basket fissures as well as whirls and cavities. The surfaces must be particularly free from any catalysis inhibitors (such as zinc and sulfur), silicones, preservatives, lubricating and cutting agents.

5.3 The Purchaser is obligated to inform us of the following criteria, at the latest on delivery of the parts: material composition (determinant of the grate type, structure design, firmness, hardness, toughness, activatability), purity (determinant of the homogeneity of the structure, especially important as relates to the surface zone), heat treatment and surface processing state, internal stresses.

5.4 The powder coating of steel or aluminum must be expressly agreed in writing.

§ 6 Wet Coating

6.1 As part of wet coating, we owe, unless explicitly agreed otherwise, an appropriate coating with the materials and workmanship according to DIN EN ISO 12944.

6.2 Parts to be finished by means of wet coating must be delivered to us in a ready-to-coat state. Ready-to-coat in this context means in particular that the parts to be finished are demagnetized and free from material, processing or

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surface defects in the definition of § 5.2, which might negatively affect the technical functionality, corrosion protection, the bonding of basic materials and/or the visual appearance of coatings.

6.3 We assume that all parts delivered to us are, at the time of their delivery, properly pre-treated pursuant to and in compliance with the specifications set forth in DIN EN ISO 8501-3, DIN EN ISO 12944 Part 1 through 8, DIN EN 1090 (18800) and ZTV-Ing-3.

6.4 For coated parts, the full curing of the coat may take up to several weeks, especially depending on ambient temperatures. Coated parts will be reported as ready-to-ship or shipped respectively once they have reached dryness level 4 pursuant to DIN EN ISO 9117-5. Any liability for transport damages to the coating resulting from the coat not having sufficiently cured are explicitly disclaimed.

§ 7 Passivation

Passivation is a form of temporary surface sealing. Due to the temporary nature of the passivation coat, we cannot grant any warranty regarding the durability of the coating.

§ 8 Duplex Method

Parts to be finished by us applying the duplex method are subject to the terms regarding hot-dip galvanizing according to § 4 of these Terms and Conditions. Furthermore, the regulations for powder coating (§ 5) shall apply whenever the parts to be finished by means of the duplex method shall be powder-coated in the second step of finishing, and the terms regarding wet coating (§ 6) shall apply if the second finishing step of the parts is to be wet coating.

§ 9 High-temperature Galvanization

9.1 The quality of our work performance is exclusively based on agreed technical specifications. If no such specifications have been agreed, we owe expert galvanizing in terms of the material and workmanship in accordance with the current accepted standards, in particular pursuant to DIN EN ISO 1461, taking into account, however, the provisions of DIN 267, page 10. If we are tasked by the Purchaser to perform a final finish (see § 12) on top of the hot-dip galvanization within the meaning of applying a final decorative finish to the parts, the Purchaser shall have to accept areas where the zinc coat thicknesses are below those specified by the DIN EN ISO 1461 standard. The DASt Directive 022 does not apply to high-temperature galvanization.

9.2 We assume that steel products to be zinc-coated comply with the requirements defined in DIN EN ISO 10025, and that the chemical composition and mechanical properties of the steel make it suitable for hot-dip galvanizing; Steel in compliance with other standards and/or with other properties may be supplied by the Purchaser only upon our prior request and written confirmation.

9.3 The hot-dip galvanization process may occasionally cause cracking on and in zinc-galvanized steels and steel structures, which cannot be prevented by any means within the current state of the technology ("liquid metal-induced corrosion cracking"). When using fine-grained structural steels, hydrogen embrittlement and cracking as its consequence must also be expected, whereby avoiding such damages requires that such steels/steel constructions are sandblasted to a purity degree of SA 2½ before delivery for galvanization. The use of such steels must be communicated to us not later than at the time the parts are delivered.

9.4 We do not assume any liability for liquid metal-induced crack formation or crack formation due to hydrogen embrittlement or for any consequential damages.

§ 10 Centrifugal Galvanization

10.1 The quality of our work performance is exclusively based on agreed technical specifications. If no such specifications have been agreed, we owe expert galvanizing in terms of the material and workmanship in accordance with the generally accepted standards, in particular according to the standard DIN 267, page 10. If we are tasked by the Purchaser to perform a final finish (§ 12) on top of the hot-dip galvanization within the meaning of applying a final decorative finish to the parts, the Purchaser shall have to accept areas where the zinc coat thicknesses are below those specified by the DIN EN ISO 1461 standard. Centrifugal galvanization is furthermore a batch process, in which the possibility of thickened zinc coat areas and contact points cannot be ruled out entirely.

10.2 We assume that steel products to be zinc-coated comply with the requirements defined in DIN EN ISO 10025, and that the chemical composition and mechanical properties of the steel make it suitable for hot-dip galvanizing; Steel in compliance with other standards and/or with other properties may be supplied by the Purchaser only upon our prior request and written confirmation.

10.3 The hot-dip galvanization process may occasionally cause cracking on and in zinc-galvanized steels and steel structures, which cannot be prevented by any means within the current state of the technology ("liquid metal-induced corrosion cracking"). When using fine-grained structural steels, embrittlement and

cracking as its consequence must also be expected, whereby avoiding such damages requires that such steels/steel constructions are sandblasted to a purity degree of SA 2½ before delivery for galvanization. The use of such steels must be communicated to us not later than at the time the parts are delivered.

10.4 We do not assume any liability for liquid metal-induced crack formation or crack formation due to hydrogen embrittlement or for any consequential damages.

§ 11 Anodizing

11.1 Unless agreed otherwise, the anodizing of parts will be performed pursuant to currently applicable standards and regulations. The Client shall be obligated to deliver the parts to be processed in a manner compliant with applicable regulations, in order to allow the Contractor to immediately process them in accordance with applicable regulations without having to perform any additional pre-treatments.

11.2 In light of the vast variety of fields of application, the Contractor shall only grant the warranty that works are performed properly, where applicable in compliance with corresponding specifications, quality standards and applicable norms and regulations. A failure rate of 3% is considered normal in anodization and inherent to the process.

§ 12 Additional Work

The performance of additional work on parts can be requested separately by the Purchaser.

If we reject performing such additional work, the monitoring of the performance of such work shall be within the sole responsibility of the Purchaser.

§ 13 Pricing

13.1 Our prices are understood to be in the net amount ex-factory, without packaging, freight, insurance and other ancillary services and incidental charges, and plus the respective value added tax.

13.2 Any works exceeding the finishing process, which shall specifically include the removal of oil, grease, rust, old coatings/coverings and permanent markers and any other contaminations caused by the installation of openings or repeat coating and/or dipping are not included in our quoted prices and shall be invoiced in addition according to our calculation basis.

13.3 We explicitly reserve the right to adjust our prices if cost reductions or increases occur after a contract has been signed, particularly as a result of wage agreements or material price fluctuations. These will be explained to the Purchaser on request.

§ 14 Delivery and Performance Time

14.1 Delivery times apply only as approximate values, unless a certain delivery date has been confirmed in writing. A specified delivery time/delivery period begins to run only when all technical questions have been clarified, whereas not before the clarification of all execution details and fulfillment of all other conditions to be provided by the Purchaser for the proper execution of the contract.

14.2 Our compliance with our stated delivery times/periods is dependent on the due compliance by the Purchaser with all its obligations in good time, in particular compliance with the agreed delivery dates, the delivery of the material to be galvanized in a suitable condition in accordance with DIN EN ISO 1461 and DIN EN ISO 14713 and compliance with the duties incumbent on the Purchaser under the DASt Directive 022. Delivery periods bindingly stated by us shall only commence at the time parts are delivered to us, but not before such time that we have received the information, documents or samples described under § 2 of these Terms and Conditions. If preparatory work is required to make the item suitable for galvanizing, as mentioned in § 12, the delivery period shall only commence once this work has been completed. If the Purchaser fails to comply with its obligations, the objection of non-fulfilled contract remains reserved.

14.3 The beginning of the delivery period and timely fulfillment of our delivery obligations also requires that none of the circumstances set out in § 21 of these Terms and Conditions are given.

14.4 If the Purchaser culpably fails to fulfill its duty to cooperate, we are entitled to request compensation for any damage resulting from this, including any additional costs. Any other claims shall remain reserved.

14.5 Insofar as the conditions of § 14.4 are given, the risk of any accidental loss or deterioration of the parts provided is transferred to the Purchaser at the point in time when it comes into debtor's delay.

14.6 We accept liability in accordance with the legal provisions as far as the contract concerned is a transaction for delivery by a fixed date as defined in Sec. 286 (2) no. 4 BGB or in the definition of Sec. 376 HGB [German Commercial Code]. We accept liability in accordance with the legal provisions in that the

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Purchaser, as a consequence of a delay in delivery caused by us, is entitled to claim that its interest in further contract fulfilment has ended.

14.7 Furthermore, we accept liability in accordance with the legal provisions where a delay in delivery is due to any intentional or grossly negligent breach of contract for which we are responsible; any fault by our representatives or agents shall be treated as our fault. Unless a delay in delivery is the result of an intentional breach of a contract by us, our obligation to pay damages is limited to the foreseeable, typically occurring damage caused by delay.

14.8 We are liable according to the legal provisions when a delay in delivery for which we are responsible is due to a culpable breach of contract; in this event, the liability for damages is limited to the foreseeable, typical damage.

14.9 For the rest, in the case of a delay in delivery, we shall be liable in the form of a lump sum compensation for delay of 0.5% of the value of the delivered goods for each full week of delay, whereas at most for 5% of the value of the delivery.

§ 15 Transfer of Risk and Dispatch

15.1 Unless agreed otherwise, delivery “ex-works” is agreed.

15.2 Any parts reported as ready for shipment shall be immediately collected by the Purchaser. If the Purchaser fails to comply with this obligation after 10 calendar days, we may at our discretion dispatch the parts to the Purchaser or store at the Purchaser's cost and risk. If we decide to dispatch the goods, we will choose the mode of transport and route at our discretion.

15.3 In the event of delay of acceptance by the Purchaser, we are also entitled to claim damages resulting from this, including any additional expenses. Further claims remain reserved.

15.4 By handing over goods to a train operator, forwarder or carrier or at the beginning of storage, the risk will be transferred to the Purchaser, even if we have contractually agreed to make delivery.

15.5 If we have undertaken to deliver parts to a construction site, the risk shall be transferred to the Purchaser at the time the transport vehicle has arrived at the construction site and not only after the parts have been unloaded.

15.6 If the Purchaser so requires, delivery will be covered by a transport insurance policy; the cost for this will be paid by the Purchaser. Should we decide, in individual cases and upon request by the Purchaser, to make delivery with our own personnel despite “ex-factory” being agreed upon, our activities regarding the transport to the delivery site (incl. on- and offloading) shall be considered complimentary and any and all liability for damages to the parts shall be disclaimed, unless our personnel has caused such damages maliciously or with gross negligence.

§ 16 Packaging

16.1 Unless agreed otherwise, we shall only package parts before shipping insofar as they were packaged when delivered to us and if the packaging materials are reusable.

16.2 Transport packaging and other packaging in accordance with the Packaging Ordinance will not be taken back by us with the exception of pallets. The Purchaser is obligated to ensure the proper disposal of packaging materials at its own cost.

§ 17 Warranty for Defects

17.1 The date of the transfer of risk shall be decisive for the contractual condition of the goods.

17.2 We are not responsible for defects resulting from the steel being unsuitable or the constructions supplied being inappropriate for galvanizing pursuant to the regulations set forth in the DASt Directive 022, nor for defects which are due to unsuitable or improper use, defective installation by the Purchaser or a third party, common wear and tear, defective or negligent handling or the consequences of improper modifications or repair carried out by the Purchaser or a third party and modifications or repairs carried out by the Purchaser or a third party without our approval. We are not responsible either for mechanical damage resulting from transport or installation, contamination resulting from natural or artificial chemical substances (e.g., cleaning agents), for subsequent welding work which is not reworked in accordance with DIN EN ISO 1461 or for unprotected contact points which may result from signs or lamps. We assume the maximum corrosion load according to the corrosion category C3; if a higher corrosion load applies, we will not be responsible for any resulting damage. Furthermore, we are not responsible for defects that are due to a failure to observe the DASt Directive 022 or inaccurate information from the Purchaser pursuant to the DASt Directive 022.

17.3 Any liability for transport damages to the coating resulting from the coat not having sufficiently cured are explicitly excluded (see § 5.5, § 6.4).

17.4 The Purchaser shall inspect the delivered finished parts for the absence of defects directly upon delivery, insofar as this can reasonably be expected in the regular course of business. Complaints due to obviously defective or obviously deviating characteristics must be reported in writing immediately and hidden defects within 10 days of discovery of said defect. Belated inspection or defect reports shall void our warranty. If acceptance or initial sample testing has been agreed for parts processed by us, notice of defects which the Purchaser might have identified in the event of thorough checking prior to acceptance or through initial sample testing is ruled out.

17.5 We must be afforded the opportunity to remedy reported defects, with the place of remedy being our facilities or on-site at customer facilities at our discretion. Parts with damage claims must be immediately returned to us at our request; we will assume the transport cost for justified notices of defects. If the Purchaser fails to comply with its return obligation or if it makes changes to claimed parts without our approval, any claims based on defects shall be void.

17.6 In the event of justified notifications of defects filed in good time, we will provide supplementary performance so as to remove the defect (repair).

17.7 If we fail to meet this obligation or to meet this obligation as defined in the contract within an appropriate period of time, the Purchaser may set a final period of grace in writing within which we must comply with our obligation. Following the unsuccessful expiry of such a period of grace, the Purchaser may request a reduction in the price, resign from the contract or carry out the required repair himself/herself or have it carried out by third parties at our cost and risk. If a repair is successfully carried out by the Purchaser or third parties, all Purchaser claims are compensated by refunding the costs incurred. If expenses increase because parts have been transported to another location following delivery by us, no additional cost will be reimbursed unless such transfer was in line with the intended use of such parts.

17.9 Legal recourse by the Purchaser against us is only possible if the Purchaser has not signed an agreement with its buyer which goes beyond legal claims for defects. Apart from that, the scope of recourse is limited to that laid down in § 17.8, last sentence.

17.10 The limitation period for claims of defects shall be 12 months from the date of the transfer of risk. This shall not apply if the law according to Sec. 634a (1) no. 2 BGB prescribes longer periods nor in cases of injury to life body or health or intentional or gross negligent breach of duty by us nor in cases of fraudulent concealment of the defect. The statutory provisions on the suspension of expiration of prescription, the suspension of the statute of limitations and the restart of limitation periods remain unaffected.

§ 18 Securities

18.1 We have a lien on parts delivered to us, which we may use for any claims against the Purchaser, in particular claims that have occurred previously.

18.2 If we deliver finished parts to the Purchaser prior to complete payment or following a partial payment, it is agreed with the Purchaser that we hold co-ownership of the finished parts in proportion of the value according to the amount of outstanding payments and that the Purchaser will store the finished parts free of charge for us. Parts for which we have co-ownership are hereinafter referred to as goods subject to the retention of title.

18.3 The Purchaser may resell the goods subject to the retention of title in the course of ordinary business, for as long as it is not in default of payment. However, the Purchaser hereby assigns to us claims resulting from the resale or other legal reason (insurance payment, tortious act) relating to the goods subject to the retention of title as a security up to the amount equaling our claim against the Purchaser. We irrevocably authorize the Purchaser to collect any claims assigned to us on its account in our own name. At our request, the Purchaser shall inform its buyers of any such assignment and provide us with the required information and documents.

18.4 Processing or reshaping of goods subject to the retention of title by the Purchaser is made on our behalf. If goods subject to the retention of title are processed with other items not belonging to us, we shall acquire co-ownership in the new item on a pro-rata basis based on the partial value of goods subject to the retention of title in relation to other processed items at the time of processing. The item produced by processing is subject to the same provisions as for goods subject to the retention of title.

18.5 To secure our claims against the Purchaser, the Purchaser assigns to us claims against third parties which result from connecting goods subject to the retention of title with land.

18.6 In the event of seizure of goods subject to the retention of title or other third party encroachment, the Purchaser shall immediately notify us in writing so we can file lawsuit in accordance with Sec. 771 ZPO [German Code of Civil Procedure]. If third parties are unable to refund the court and extra-judicial costs of a suit as set out in Sec. 771 ZPO [German Code of Civil Procedure],

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the Purchaser shall be liable for any losses resulting from it, not to exceed the actual cost of the suit as specified by Sec. 771 ZPO.

18.7 We undertake to release securities at the Purchaser's request insofar as the achievable value of our securities exceeds the claims to be secured by more than 10%; the selection of securities to be released is at our discretion.

§ 19 Terms of Payment

19.1 Unless agreed otherwise, our invoices are payable at the latest within 14 days from the date of the invoice.

19.2 Cash discounts must be specifically agreed in writing.

19.3 Any discounts that have been approved shall no longer apply if the invoice total is not paid to us by the 15th calendar day following date of the invoice at the latest.

19.4 The Purchaser can offset its claims only against undisputed counterclaims or counterclaims found valid by final and absolute judgment.

19.5 In the event that only a part of our delivery is indisputably defective, the Purchaser is under the obligation to make payment for the defect-free part, unless such part is not of interest to it.

19.6 In the event that the payment date is exceeded, we may claim default interest at the bank's overdraft rate, whereas at least amounting to 9 percentage points above the base rate of the European Central Bank.

19.7 In the event of payment default, we can, following written information to the Purchaser, cease to comply with our obligations until payment has been received.

19.8 Bills of exchange and checks will only be accepted by agreement as conditional payment and provided that they are discountable. Discount fees are charged from the day the invoice amount became due. A guarantee for the presentation of bills of exchange and checks at the due and proper time and for the lodging of a protest is excluded. If a bill of exchange should prove to be ineligible for discounting and isn't submitted for disbursement, the Purchaser shall be obliged to settle invoice amounts within 8 calendar days after dispatch of the corresponding notice by us.

19.9 If it becomes apparent after conclusion of the contract that our claim to payment is at risk owing to the Purchaser's lack of adequate financial capacity, we may refuse performance and set the Purchaser a reasonable deadline within which it must make payment or provide security concurrently with the delivery. In case of refusal by the Purchaser or expiry of the time limit without payment being forthcoming, we will be entitled to withdraw from the contract and claim damages.

§ 20 Other Claims, Liability

20.1 Unless stated otherwise in these Terms and Conditions, damage compensation claims of the Purchaser, regardless of the legal reason, are excluded, in particular for breach of duty under the contractual obligation and such arising from prohibited acts. We shall not be liable for lost profits or any other financial damages of the Purchaser.

20.2 This liability exclusion shall not apply, insofar as liability applies according to the following:

- pursuant to the Product Liability Act,
- in cases of intent,
- in case of gross negligence by legal representatives or executive employees,
- in cases of proven fraudulent intent,
- in cases of a failure to fulfill an extended, independent guarantee,
- for reason of culpable injury to life, body or health,
- for reason of culpable breach of essential contractual duties.

20.3 The damage compensation claim based on a breach of essential contractual duties, however, is limited to the predictable damage that is typical for the contract.

20.4 Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our workers, staff, employees and vicarious agents.

20.5 A reversal of the burden of proof to the buyer's disadvantage is not entailed thereby.

§ 21 Acts of God

21.1 Acts of god, industrial disputes, disturbances, official measures, non-arrival of deliveries from our suppliers and other unpredictable, unavoidable and serious events (hereinafter "Disruption") will release us from our performance obligation for the duration of the Disruption and to the extent of its effect.

21.2 This shall also apply if the Disruption occurs at a time in which the affected contractual partner is in default.

21.3 The contracting parties are obliged to provide the necessary information without delay within the limits of what can be reasonably expected and adjust their duties to the changed situation in good faith.

§ 22 Place of Fulfillment, Place of Jurisdiction

22.1 Unless expressly agreed otherwise, the place of fulfillment and the place of jurisdiction shall be the place of registration of the The Coatinc Company Group affiliate that has been contracted by the Purchaser.

22.2 For all legal disputes, including such relating to claims arising from bills of exchange or checks, the place of jurisdiction shall be at the location of the registered office of the The Coatinc Company Group affiliate that has been contracted by the Purchaser. We are also entitled to file lawsuit at the place of business of the Purchaser.

22.3 The contractual relationship is governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods is excluded.