



General Terms and Conditions of The Coatinc Company Holding GmbH

Applicable to the following companies of our group:

Coatinc24 GmbH, Wildeshausen – Coatinc Becker GmbH, Saarlouis – Coatinc Bochum GmbH, Bochum – Coatinc Mannheim GmbH, Mannheim – Coatinc Peine, Hohenhameln – Coatinc PreGa GmbH, Kreuztal – Coatinc Siegen GmbH, Kreuztal – Coatinc Würzburg GmbH, Rottendorf

Paragraph 1 General information – Scope

1.1 These General Terms and Conditions (hereinafter simply referred to as “terms and conditions”) shall apply exclusively; any contradictory terms and conditions of our purchasers are not accepted, unless this has been explicitly confirmed 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 shall only apply to businesses within the meaning of Paragraph 14 of the German Civil Code (GCC), and to legal entities under public law and to public special funds.

1.3 Our terms and conditions shall also apply to any future business with the Purchaser.

Paragraph 2 Definitions

In these terms and conditions, the following definitions shall apply.

2.1 “Purchaser” or “Orderer” respectively: the person requesting a quote or placing an order concerning the delivery of goods or the rendering of services.

2.2 “Supplier” and “we” and “us”: The Coatinc Company Holding GmbH or the respective business unit of The Coatinc Company Holding Group which receives the request for a quote or an order from the Purchaser.

2.3 “Quote(s)”: the offer(s) submitted to Purchaser by the Supplier, which specify the conditions of the performance of potential orders.

2.4 “Order” or “PO” respectively: the formal Order or Purchase Order submitted by the Purchaser to the Supplier regarding the performance of deliveries or the rendering of services, including the performance of works according to the specifications and conditions set forth in the Quote.

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

2.6 “Contract” (“Contracts”): The agreement made between the Supplier and the Purchaser specifying the negotiated and applicable terms and conditions regarding a given Order.

2.7 The “Work”: the goods to be delivered, surface treatments or processing to be rendered

2.8 “Finishing”: The surface treatment or -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 treatment and processing of surfaces by passivation, anodization, powder- and wet coating.

2.10 “Paragraph” without reference to a respective law is to denote the corresponding Paragraph of these Terms and Conditions.

Paragraph 3 Enquiry, quotation, contract

3.1 The Purchaser shall be obliged 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 m² 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 Our quotations are given without commitment.

3.3 If an order meets the requirements set forth in Paragraph 145 b GCC, 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.

Paragraph 4.

Hot-dip galvanization as batch-galvanization in the standard temperature range
4.1 Unless otherwise agreed upon, parts submitted to us for hot-dip galvanizing will be batch-galvanized in the standard temperature range (normal temperature range 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 line with the current accepted standards, in particular in line with 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 Para. 13) 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 which complies with other standards or displays other features can only be handled on request following our written confirmation.

4.4 Unless otherwise agreed upon 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 obliged to inform us no later than at the time of placing his/her order of any specification required to meet with DASt directive 022 “Hot-dip galvanizing of load-bearing steel components” issued by the German Committee of Metal Construction. Before placing his/her order, the Purchaser must also check whether DASt directive 022 is applicable. Additional expenditures (testing, measurements ...) due to the application of the DASt directive 022 (with the exception of the price of the galvanization which is specified under Para. 4) shall be billed to Purchaser separately.

4.6 The hot-dip galvanization process may occasionally cause cracking on and in hot-dip 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, one must also assume hydrogen embrittlement and consequentially cracking, 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 no later than at the time the parts are delivered.

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

Paragraph 5 Powder coating

5.1 Regarding powder coating we shall owe, unless explicitly agreed upon otherwise, the skilled and appropriate coating in materials and workmanship pursuant to DIN 55633.

5.2 We shall 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 shall mean, in particular, that the parts to be finished are demagnetized and free from material-, processing- or surface defects which might negatively affect the technical functionality, corrosion protection, the bonding of basic materials and / or the visual appearance of coatings. In workpieces which 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, preservative-, lubricating- and cutting agents.

5.3 The Purchaser shall be obligated to inform us of the following criteria no later than at the time of the parts being delivered: • Material composition (determines grid type, structural composition, rigidity, hardness, viscosity, activation potential) • Preparation grade (deciding factor of the homogeneity of the bond, especially important in the surface area zone) • Heat treatment- and surface preparation status • Internal tensions.

5.4 The powder coating of steel or aluminum requires prior express written agreements.

5.5 For coated parts, the full curing of the coat may take up to several weeks, especially in depending on ambient temperatures. Coated parts will be reported 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.

Paragraph 6 Wet coating

6.1 Regarding powder coating we shall owe, unless explicitly agreed upon otherwise, the skilled and appropriate coating in materials and workmanship pursuant 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 shall mean, in particular, that the parts to be finished are demagnetized and free from material-, processing- or surface defects which might negatively affect the technical functionality, corrosion protection, the bonding of basic materials and / or the visual appearance of coatings. In workpieces which 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 bas-



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ket fissures as well as whirls and cavities. The surfaces must be particularly free from any catalysis inhibitors (such as zinc and sulfur), silicones, preservative-, lubricating- and cutting agents.

6.3 We require 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 in depending on ambient temperatures. Coated parts will be re-reported 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.

Paragraph 7 Passivation

7.1 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.

Paragraph 8 Duplex method

8.1 Parts to be finished by us applying the duplex method are subject to the regulations for hot-dip galvanizing set forth in Para. 4.

8.2 Furthermore, the regulations for powder coating (Para. 5) shall apply whenever the parts to be finished by means of a duplex method shall be powder coated in the second step of finishing, and the regulations for wet coating (Para. 6) shall apply if the second finishing step of the parts is to be wet coating.

Paragraph 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 line with the current accepted standards, in particular in line with 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 Para. 13) 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. DAST directive 022 is not applied to high temperature galvanization.

9.2 We assume that steel products to be hot-dip galvanized 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 and / or coating. steel which complies with other standards or displays other features can only be handled on request following our written confirmation.

9.3 The hot-dip galvanization process may occasionally cause cracking on and in hot-dip 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, one must also assume hydrogen embrittlement and consequentially tearing, 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 no later than at the time the parts are delivered.

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

Paragraph 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 line with the current accepted standards, in particular in line with DIN-Standard 267 Page 10. If we are tasked by the Purchaser to perform a final finish (see Para. 13) 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 considered 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 hot-dip galvanized 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 and / or coating. steel which complies with other standards or displays other features can only be handled on request following our written confirmation.

10.3 The hot-dip galvanization process may occasionally cause cracking on and in hot-dip 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, one must also assume hydrogen embrittlement and consequentially tearing, 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 no later than at the time the parts are delivered.

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

Paragraph 11 Anodizing

11.1 Unless otherwise agreed upon, the anodizing of parts will be performed pursuant to currently applicable standards and regulations. The Purchaser shall be obligated to deliver the parts to be processed in a manner compliant with applicable regulations, in order to allow the Supplier 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 Supplier shall only grant 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 anodizing and inherent to the process.

Paragraph 12 Coating with Dacromet® and Geomet®

12.1 Unless otherwise agreed upon, the coating of parts with Dacromet® and Geomet® shall be performed in compliance with the specifications and quality standards published by NOF Metal Coatings. The Purchaser shall be obligated to deliver the parts to be processed in a manner compliant with applicable regulations, in order to allow the Supplier to immediately process them in accordance with applicable regulations without having to perform any additional pre-treatments.

12.2 In light of the vast variety of fields of application, the Supplier shall only grant warranty that works are performed properly, where applicable in compliance with corresponding specifications, quality standards and applicable norms and regulations published by NOF Metal Coatings. Dacromet® and Geomet® are applied in a batch centrifuge process, in which a failure rate of 3 % is commonly accepted.

Paragraph 13 Additional work

13.1 Additional work on parts (aligning of parts, applying angles, insertion of discharge openings, final fettling, fixation of small parts, gluing and affixing of small parts) shall only be performed by us upon explicit request by and at the risk of Purchaser.

13.2 The supervision of bonding works is sole responsibility of the Purchaser.

Paragraph 14 Pricing

14.1 Our prices are to be understood as net ex works without packaging, freight or insurance.

14.2 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 additionally billed pursuant to our calculation basis.

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

14.4 Our prices are quoted excluding VAT; VAT will be stated separately on the bill at the applicable legal rate on the day of invoicing.

Paragraph 15 Delivery and performance time

15.1 Deliver times / delivery deadlines stated by us shall only commence after all technical questions have been answered.

15.2 Our compliance with our stated delivery times / deadlines is dependent on the due compliance by the Purchaser with all his/her 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 line with DIN EN ISO 1461 and DIN EN ISO 14713 and compliance with the duties incumbent on the Purchaser under 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 Para. 2 of these Terms and Conditions. If preparatory work is required to make the item suitable for galvanizing, as mentioned in Para. 13, the delivery period shall only commence once this work has been completed. If the Purchaser fails to comply with his/her obligations, the objection of non-fulfilled contract remains reserved.

15.3 The beginning of the delivery period and due compliance with our delivery obligations also requires that none of the circumstances set out in Para. 22 apply.

15.4 If the Purchaser culpably infringes his/her 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.



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15.5 As far as the conditions of Para. 4.4 apply, the risk of any accidental loss or deterioration of the parts provided is transferred to the Purchaser at the point in time when he/she fails to take delivery.

15.6 We accept liability in line with the legal provisions as far as the contract concerned is a transaction for delivery by a fixed date as defined in Paragraph 286 Sub.-para 2 No. 4 GCC or Paragraph 376 Commercial Code. We accept liability in line with the legal provisions in that the Purchaser, as a consequence of a delay in delivery caused by us, is entitled to claim that his/her interest in further contract fulfilment has ended.

15.7 Furthermore, we accept liability in line 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.

15.8 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.

15.9 Apart from the above, 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, the maximum compensation being 5 % of the value of the delivery.

15.10 Any additional legal claims and rights of the Purchaser remain reserved.

Paragraph 16 Transfer of risk and dispatch

16.1 Unless agreed upon otherwise, delivery “ex works” shall be considered agreed.

16.2 Any parts reported as ready for dispatch must 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.

16.3 In the event of default of acceptance by the Purchaser, we are also entitled to claim damages resulting from this, including any additional expenses. Any other claims are reserved.

16.4 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.

16.5 If we are obliged 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 after the vehicle has been unloaded.

16.6 If the Purchaser so requires, delivery will be covered by a transport insurance policy; the cost for this will be paid by the Purchaser.

16.7 If we should, in individual cases and upon request by the Purchaser, decide to make delivery with our own personnel despite “ex work” 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.

Paragraph 17 Packaging

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

17.2 Transport packaging and other packaging in line with packaging regulations will not be taken back, except for pallets. The Purchaser is obliged to ensure the disposal of packaging materials at his/her own cost.

Paragraph 18 Liability for defects

18.1 A defining factor of the contractual condition of the items is the time of the risk transfer.

18.2 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, usual wear and tear, defective or negligent handling or the consequence of improper modifications or repair carried out by the Purchaser or a third party / modifications or repairs carried out by the Purchaser or third party without our approval. Furthermore, we shall not be liable for mechanical damages, e.g. caused by transport or assembly, contaminations caused by natural or artificially occurring substances (e.g. cleaning detergents), later welding with the welds not processed pursuant DIN EN ISO 1461, and for unprotected contact points as they may be caused by signs or lights. We assume the maximum corrosion load to be as defined in corrosiveness category C3; if this is not

the case, we will not be responsible for any resulting damage. We furthermore shall not be held liable for damages caused by ignoring the DASt directive 022 or faulty information submitted by Purchaser regarding DASt directive 022.

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

18.4 The Purchaser shall inspect the delivered finished parts for defects as soon after delivery as can reasonably be expected in the regular course of business. Complaints due to obviously defective or obviously deviating characteristics must be reported immediately, hidden defects within 10 days of discovery of said defect in writing. Untimely inspection or defect reports shall void our guarantees. 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.

18.5 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 his/her return obligation or if he/she makes changes to claimed parts without our approval, any claims based on defects shall be void.

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

18.7 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.

18.8 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.

18.9 Legal recourse by the Purchaser against us is only possible if the Purchaser has not signed an agreement with his/her Purchaser which goes beyond legal claims for defects. Apart from that, the scope of recourse is limited to that laid down in section 18.8, final sentence.

18.10 The limitation period for claims for defects shall be 12 months from the date of the transfer of risk. If the parts to be finished constitute a building or works on a building pursuant to Para. 634 a Sub.-Para. 1 Alternative 2 GCC, the statutory warranty periods shall apply instead.

Paragraph 19 Securities

19.1 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.

19.2 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 on a pro-rata basis in line with the amount of outstanding payments and that the Purchaser stores the finished parts free of charge for us on our behalf. Parts for which we have co-ownership are hereafter described as retention of title goods.

19.3 The Purchaser may resell the retention of title of goods within the framework of regular business, as long as he/she is not in default of payment. However, the Purchaser hereby assigns to us claims resulting from the re-sale or otherwise, insurance or tort, for the retention of the title of goods 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 for his/her invoice and in his/her name. At our request, the Purchaser shall inform his/her Purchasers of any such assignment and shall provide us with the required information and documents.

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

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

19.6 In the event of seizure of retention of title goods or other third party encroachment, the Purchaser shall immediately notify us in writing so we can file a suit in line with paragraph 771 ZPO (German code of civil procedure). If third



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parties are unable to refund the court and extra-judicial costs of a suit as set out in Paragraph 771 ZPO, the Purchaser shall be liable for any losses resulting from it, not to exceed the actual cost of the suit as specified by 771 ZPO.

19.7 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.

Paragraph 20 Payment

20.1 Unless otherwise agreed upon, our invoices are payable within a maximum of 14 days from the date of the invoice.

20.2 Cash discounts must be specifically agreed in writing.

20.3 Any discounts which have been agreed no longer apply if the invoice total is not paid to us by the 15th day following date of the invoice at the latest.

20.4 The Purchaser shall only have the right to offset owed amounts with legally confirmed counterclaims which are not contested by us; this disclaimer of the right to offset shall not apply when the Purchaser offsets founded claims for damages or other claims against our claims arising from the same contract relationship.

20.5 In the event that only a part of our delivery is indisputably defective, the Purchaser is under the obligation to make payment for the correct portion unless such portion is not of interest to him/her.

20.6 In the event that the payment date is exceeded, we may claim default interest at the bank's overdraft rate, or at least amounting to 8 percentage points above the applicable base rate of the European Central Bank.

20.7 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.

20.8 Bills of exchange and cheques 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 cheques 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.

20.9 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 he/she 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/or claim damages.

Paragraph 21 Other claims, liability

21.1 Unless otherwise stated in these Terms and Conditions, other and additional claims of the Purchaser against us are excluded. This applies in particular to claims for damages on account of breaches of duties from the contractual relationship and tortious acts. We therefore disclaim any liability for damages occurring on anything other than the parts we have delivered. We especially disclaim any liability for loss of profits or any other property damages of Purchaser.

21.2 The aforementioned limits on liability shall not apply in the event of willful intent and gross negligence by our legal representatives or executives and in the event of culpable violation of significant contractual obligations. In the event of culpable violation of significant contractual obligations we are liable – other than in cases of specific intent or gross negligence on the part of our legal representatives or executives – only for typical predictable contractual damage.

21.3 The above limitation of liability shall not apply either in those cases in which liability is imposed by the German Product Liability Law, when any defects of the goods delivered may cause personal injury or material damage to privately used objects. It is also not applicable in case of injury to life, body or health and in the absence of assured characteristics, if, and insofar as the object of the assurance had precisely the purpose of securing the Purchaser against damage not occurring to the supplied goods themselves.

21.4 To the extent that our liability has been ruled out or limited, this shall also apply to the personal liability of our employees, workers, fellow-workers, legal representatives and vicarious agents.

21.5 The legal regulations concerning the burden of proof shall remain unaffected.

Paragraph 22 Force majeure

22.1 Force majeure, industrial disputes, disturbances, official measures, non-arrival of deliveries from our suppliers and other unpredictable, unavoidable and serious events (hereinafter "faults") will release us and the Purchaser from our performance obligation for the duration and to the extent of their effect.

22.2 This shall also apply if these events occur at a time in which the affected contractual partner is in default.

22.3 The contracting parties shall be obliged to provide the necessary information without delay within the framework of what can be reasonably expected and to adapt their duties to the changed situation in good faith.

Paragraph 23 Place of performance, legal venue

23.1 Unless specifically agreed upon otherwise, the place of performance shall be the registered office of the The Coatinc Company Group affiliate the Purchaser has ordered from.

23.2 For all legal disputes, including those concerning the payment instrument or cheque processing, the legal venue shall be at the location of the registered office of the The Coatinc Company Group affiliate the Purchaser has ordered from. We are also entitled to sue at the place of business of the Purchaser.

23.3 The contractual relationship shall be subject exclusively to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods is excluded.