

GENERAL TERMS AND CONDITIONS OF SALE / DELIVERY**1. General Provisions**

- 1.1 These General Terms and Conditions of Sale/Delivery (GTCSD) apply to all business relations between PIPETEC GmbH (hereinafter: PIPETEC) and the Customer if the latter is an entrepreneur (Sec. 14 German Civil Code – BGB), a legal entity under public law or a special fund under public law – in particular, these GTCSD apply to contracts for the sale and/or delivery of movable goods, irrespective of whether PIPETEC manufactures them directly or purchases them from suppliers.
- 1.2 These GTCSD apply exclusively; divergent, conflicting or supplementary general terms and conditions of the Customer only become part of the contract insofar as PIPETEC expressly consents to their validity. Said need for consent also applies if the Customer makes reference to their terms and conditions when placing the order and PIPETEC does not expressly object to them.
- 1.3 Unless otherwise agreed, these GTCSD apply in the version valid at the time the Customer places an order, and, in any case, in the version communicated to them last in text form as a general agreement that also applies to similar future contracts, without PIPETEC having to refer to them again in each individual case.
- 1.4 Individual agreements such as information provided in order confirmations take precedence over these GTCSD. In case of doubt, commercial clauses are to be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract was concluded.
- 1.5 References to the validity of statutory provisions are only of clarifying significance. The statutory provisions apply even without such clarification, unless they have been directly amended or excluded in these GTCSD.

2. Contract Conclusion

- 2.1 Offers made by PIPETEC are subject to change and are non-binding. This also applies if PIPETEC supplies the Customer with catalogues, technical documentation, other product descriptions or documents – also in electronic form – to which PIPETEC owns the intellectual property rights and copyrights.
- 2.2 When the Customer places an order for goods it is considered to be a binding contractual offer. Unless something otherwise is stated in the order, PIPETEC is entitled to accept this contractual offer within three working days of PIPETEC receiving it.
- 2.3 Acceptance can be declared either by confirming the order in writing, providing notification of its shipping or delivering the goods to the Customer.

3. Prices / transport costs / terms of payment

- 3.1 Unless otherwise agreed in individual cases, the prices current at the time of concluding the contract apply, plus the statutory sales tax.
- 3.2 If, at the Customer's request, PIPETEC ships goods to a place other than the place of performance (known as sale by dispatch), the Customer bears the transport costs ex warehouse and the cost of any transport insurance requested unless otherwise agreed in the individual case.
- 3.3 Any customs duties or other public charges incurred are to be borne by the Customer.
- 3.4 Unless otherwise agreed in individual cases, the invoice amount is due and payable to PIPETEC without deduction within 30 days of receiving the invoice. A cash discount deduction will only be acknowledged if this has been agreed and the Customer's payment is credited to PIPETEC within the payment period.
- 3.5 If the payment deadline expires without result, the Customer enters into default. During the period of delay, interest will be charged on the invoice amount at the statutory default interest rate applicable at the time. PIPETEC reserves the right to claim further damages for delay; in relation to merchants, the claim to the commercial interest on the due date (Sec. 353 German Civil Code – HGB) remains unaffected.
- 3.6 The Customer is only entitled to set-off or retention rights insofar as his claim is legally established or undisputed. In the event of defects in the delivery, the Customer's counterclaims – in particular the right to retain a proportionate part of the purchase price in relation to the defect – remain unaffected.

4. Delivery / transfer of risk

- 4.1 The goods can be shipped to another destination (sale by dispatch) at the request and expense of the Customer. Unless otherwise agreed, PIPETEC is entitled to determine the type of shipment (including, but not limited to, the shipping route, transport company and packaging) itself.
- 4.2 If goods marked as "not in stock" are not delivered on time by PIPETEC's supplier, the relevant delivery period will be extended until delivery by said supplier plus a period

of three working days, but by a maximum period of three weeks in total, in each case provided that PIPETEC is not responsible for the delay in delivery by the supplier and PIPETEC has reordered the goods before the purchase contract is concluded in such a timely manner that under normal circumstances a timely delivery could have been expected. If the goods cannot be delivered and it is no fault of PIPETEC or cannot be delivered on time despite being reordered on time, PIPETEC is entitled to withdraw from the contract; in this case, PIPETEC will immediately notify the Customer of the non-availability of the goods and, in the event of withdrawal, immediately reimburse the Customer for any payments made to PIPETEC.

- 4.3 The risk of accidental loss and deterioration of the goods in the case of a sale by dispatch, as well as the risk of delay is transferred on delivery of the goods to the forwarding agent, carrier or person or establishment otherwise responsible for making the shipment.

5. Delay in acceptance

If the Customer delays acceptance, or if they fail to cooperate or the delivery is delayed for other reasons for which the Customer is responsible, PIPETEC is entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this, PIPETEC calculates a lump sum compensation in the amount of EUR 1.00 per pallet space per calendar day, starting with the delivery deadline or – if there is no delivery deadline – with the notification that the goods are ready for dispatch. Proof of higher damages and any further claims and/or demands (e.g. termination, reimbursement of additional expenses, appropriate compensation) remains unaffected; the lump-sum compensation will be counted towards further claims for money however. The Customer is also entitled to prove that PIPETEC incurred no or only significantly less damage than the aforementioned lump sum.

6. Retention of title

- 6.1 PIPETEC also reserve the right to ownership of the goods sold until full payment of all its present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
- 6.2 The goods subject to retention of title are not allowed to be pledged to third parties or transferred as collateral before full payment of the secured claims. The Customer is obliged to notify PIPETEC immediately in writing if an application for opening insolvency proceedings is filed or the goods that belong to PIPETEC are seized by third parties (e.g. garnishment).
- 6.3 In the event of breach of contract by the Customer, and, in particular, non-payment of the purchase price due, PIPETEC is entitled to withdraw from the Contract according to the statutory provisions and/or to demand the return of the goods on the basis of retention of title. The request for the return of the goods does not include a declaration of withdrawal at the same time; rather, that PIPETEC is merely entitled to demand the return and reserve the right of withdrawal. If the Customer fails to pay the purchase price owed, PIPETEC may only assert these rights if they have unsuccessfully set the Customer a reasonable deadline for payment, or, if such a deadline is dispensable, according to the statutory provisions.
- 6.4 In the ordinary course of business, the Customer is authorised until further notice to resell and/or process the goods subject to retention of title in accordance with (c) below. In this case, the following provisions also apply.
- a) Reservation of title extends to the full value of the products resulting from the processing, mixing or combination of the goods, whereby PIPETEC is considered to be the manufacturer. If third-party goods are processed, mixed or combined with third-party goods, PIPETEC acquires co-ownership in proportion to the invoice value of the processed, mixed or combined goods. Otherwise, the same also applies to the resulting product as to the goods delivered under retention of title.
- b) The Customer hereby assigns to PIPETEC the claims against third parties resulting from the resale of the goods or the product as security in total or in the amount of our possible co-ownership share in accordance with the preceding item a). PIPETEC accepts the assignment. The obligations of the Customer stated in Sec. 6.2 also apply with regard to the assigned claims.
- c) Besides PIPETEC, the Customer remains authorised to collect the claim. PIPETEC undertakes not to collect the claim as long as the Customer fulfils their payment obligations to PIPETEC, there is no deficiency in their capacity to perform and PIPETEC does not assert their right to reserve title by exercising a right according to Sec. 6.3. If this is the case, PIPETEC can demand that the Customer inform PIPETEC of the assigned claims and debtors, provide PIPETEC with all information necessary for collection, hand over the related documents and notify the debtors (third parties) of the assignment. In this case, PIPETEC is also entitled to revoke the authorisation granted to the Customer to resell and process the goods subject to retention of title.

