

NXP-D-SVC-02

**General Terms of Delivery and Payment
EXPORT**

for products of Nexopart GmbH & Co. KG
Ennigerloher Straße 64, 59302 OELDE
Valid as of 15.04.2024

1. Scope: These terms of sale apply to entrepreneurs, legal entities under public law and special funds under public law. Our deliveries and services are provided exclusively on the basis of the following terms and conditions. Any terms and conditions of the partner, which are not expressly recognised by us, shall not be valid.

2. General provisions: The contracting parties shall immediately confirm verbal agreements in detail in writing. Orders shall become binding only with our order confirmation. In the event of any inconsistencies and/or conflicts with the provisions of the order, our order confirmation shall always take precedence. The information and illustrations contained in brochures and catalogues are approximate values customary in the industry, unless we have expressly designated them as binding. Guarantees for the quality and durability of the Goods shall be deemed to have been assumed only if they have been expressly declared as such by us in writing.

3. Confidentiality: Each contractual partner shall use any and all documents (including samples, models and data) as well as knowledge received in the course of the business relationship only for the jointly pursued purposes and keep these secret vis-à-vis third parties with the same care as it applies to its own documents and knowledge if the other contractual partner designates these as being confidential or has an obvious interest in keeping them secret. This obligation commences upon receipt for the first time of the documents or knowledge and ends 36 months after the end of the business relationship. The obligation shall not apply to documents and knowledge which are in the public domain or which were already known to the contractual partner upon receipt without it being obliged to maintain secrecy, or which are subsequently transmitted by a third party entitled to pass them on, or which are developed by the receiving contractual partner without the use of the confidential documents or knowledge of the other contractual partner.

4. Drawings and descriptions: If one contractual partner provides to the other contractual partner drawings or technical documents relating to the Goods to be delivered or the production thereof, these shall remain the property of the contractual partner providing them.

5. Prices: Our prices are quoted in euros and do not include VAT, packaging, freight, postage and insurance. Packaging is charged at cost price; any return thereof in accordance with the German Packaging Ordinance or the assumption of costs for waste disposal shall be accepted only after obtaining our prior consent. All costs arising in connection with an inspection of the Goods shall be borne by the purchaser. Furthermore, all charges and costs of legalisation are for the account of the purchaser and shall be invoiced separately.

6. Terms of payment: All invoices are due for payment within 30 days; if agreed against a duplicate consignment note, documents or a letter of credit.

If we have indisputably delivered partially defective Goods, our partner is nevertheless obliged to pay for the part free from defects, unless the partial delivery is of no interest to it. Otherwise the partner may only set off counterclaims, which have been determined by final judgement or are undisputed.

If the payment period is exceeded, we are entitled to charge default interest at the rate that the bank charges us for overdrafts, however at least eight percentage points above the respective base interest rate of the European Central Bank.

In the event of default of payment, we may, after giving written notice to the partner, suspend the fulfilment of our obligations until receipt of payment.

If, after conclusion of the contract, it becomes apparent that our claim for payment is jeopardised by the partner's lack of ability to pay, we may refuse performance and set the partner a reasonable period within which it must make payment or provide security concurrently with the delivery. If the partner refuses to do so or the period expires in vain, we are entitled to withdraw from the contract and claim damages.

We may set off all claims to which we are entitled against the purchaser from any claims, which the purchaser has against us, Haver & Boecker or the domestic companies in which Haver & Boecker has a direct or indirect interest. Upon request, we will inform the purchaser in detail of the group companies concerned.

Approved:	Name	Department	Date	Revision
Prepared by:	C. Clemens	Controlling DW HB Holding GmbH	15. April 2024	01
Approved::	F. General	Management		
cc:	Internet Nexopart			

7. Delivery: Unless otherwise agreed, we deliver "ex works". Agreed delivery periods shall be regarded as approximate. The agreed delivery times are valid only on the condition that all details of the order are clarified in good time and that all obligations of the purchaser are fulfilled in good time. Decisive for compliance with the delivery date or delivery period is our notification of readiness for dispatch or collection. The delivery period commences upon the dispatch of our order confirmation and shall be extended by a reasonable period if the conditions for the existence of force majeure have been met. Partial deliveries are permitted to a reasonable extent. These shall be invoiced separately. Deviations in dimensions, weight and quality are permitted according to DIN or if this is the prevailing practice. Other deviations require a special agreement. Depending on the application, the permitted tolerances are specified in the standard sheets e.g. DIN ISO 3310, ASTM E11 and Machinery Directive 2006/42/EG and are deemed to be agreed.

8. Dispatch and transfer of risk: Goods notified as ready for dispatch shall be accepted by the partner without delay. Otherwise, we are entitled to either dispatch them or to store them at the partner's expense and risk at our own discretion. In the absence of a special agreement, we shall choose the means of transport and the transport route. The risk shall pass to the partner upon the handover of the Goods to the railways, the forwarding agent or the carrier or upon commencement of storage, however at the latest when the Goods leave the works or warehouse, even if we have accepted the delivery.

9. Delay in delivery: If we can foresee that the Goods cannot be delivered within the delivery period, we shall inform the partner thereof immediately and in writing, provide the reasons for this and, if possible, state the expected delivery date.

In case of delay in delivery and if the partner suffers damage as a result, the partner shall be entitled to payment of liquidated damages for delay in an amount equal to 0.5% of the portion of the contract price related to the Goods the delivery of which is delayed per full calendar week of delay, maximum, however, 5 % of the contract price.

If the partner sets us - taking into account the legal exceptions - a reasonable period of time to perform our obligations after the due date and this final period is not met, the partner shall be entitled to withdraw from the contract within the framework of the legal provisions. At our request, the partner undertakes to declare within a reasonable period of time whether it will exercise its right to withdraw from the contract.

Liquidated damages for delay and withdrawal of the contract shall be the only remedies available to the partner in case of delay. All other claims against us based on delay shall be excluded, except where we are guilty of gross negligence or intent.

10. Reservation of title: We reserve title to the delivered Goods until all claims arising under the business relationship with the partner have been settled.

The partner is entitled to sell these Goods in the ordinary course of business as long as it fulfils its obligations arising under the business relationship with us in good time. However, the partner may neither pledge the reserved Goods nor assign them as security. The partner is obliged to secure our rights in the event of the credited resale of the reserved Goods.

In the event of breaches of duty by the partner, in particular default in payment, we shall be entitled to withdraw from the contract and take back the Goods after the expiry in vain of a reasonable deadline set for the partner to render performance; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The partner is obliged to surrender the Goods. We shall be entitled to withdraw from the contract if an application is made for insolvency proceedings to be opened against the partner's assets.

The partner hereby assigns to us by way of security all claims and rights arising from the sale or, if applicable, the permitted rental of Goods to which we hold rights of ownership. We hereby accept the assignment.

The partner shall always carry out any treatment or processing of the reserved Goods on our behalf. If the reserved Goods are processed or inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object at the ratio of the invoice value of the reserved Goods to that of the other processed or mixed objects at the time of processing or mixing.

If our Goods are combined or inseparably mixed with other movable objects to form a uniform object and if the other object is to be regarded as the main object, the partner shall transfer proportional co-ownership to us insofar as the main object belongs to it. The partner shall hold the ownership or co-ownership in safekeeping for us. The same applies to the object created by processing or combination or mixing as to reserved Goods.

The partner must inform us immediately of any enforcement measures by third parties against the reserved Goods, the claims assigned to us or other security and hand over the documents necessary for an intervention. This also applies to impairments of any other kind.

If the value of the existing security exceeds the secured claims by a total of more than 20 percent, we shall be obliged to release items of security at our discretion upon demand by the partner.

11. Material defects: We shall be liable for material defects in the Goods which are due to faulty design, faulty materials or bad workmanship at the time of transfer of risk not in accordance with the agreements under the contract.

We shall not be liable for material defects caused by inappropriate or improper use, faulty installation or commissioning by the partner or third parties, normal wear and tear, faulty or negligent treatment, nor for the consequences of improper modifications or repair work carried out by the partner or third parties without our consent. The same applies to defects, which only insignificantly reduce the value or suitability of the Goods.

Unless otherwise agreed, the period of limitation for claims based on material defects shall be governed by the law.

If an acceptance of the Goods has been agreed, the notification of defects which the partner could have detected if the acceptance or initial sample test had been conducted with due care is excluded.

We must be given the opportunity to verify the defect notified. The partner must give us the time and opportunity required to carry out all repairs and replacement deliveries, which we deem necessary after agreeing this with us; otherwise we shall be released from liability for the consequences arising therefrom.

Only in urgent cases of danger to operational safety or to prevent disproportionately extensive damage, in which case we must be informed immediately, shall the partner have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us.

Any rejected Goods must be returned to us immediately upon request; we shall bear the direct costs of the repair or replacement delivery including shipping - provided that the complaint proves to be justified. In addition, we shall bear the costs of dismantling and installation as well as the costs of any necessary provision of the required fitters and support staff, including travel expenses, provided that this does not result in a disproportionate burden for us.

In case of the justified notification of defects in good time, we shall, at our discretion, either repair the rejected Goods or deliver a flawless replacement.

If the partner or a third party carries out improper repairs, we shall not be liable for the consequences. The same applies to any modifications to the Goods made without our prior consent.

The partner has a right to withdraw from the contract in accordance with statutory provisions if - taking into account the statutory exceptions - we allow a reasonable deadline set for us for the repair or replacement delivery due to a defect to expire in vain. If the defect is insignificant, the partner is only entitled to a reduction of the contract price. The right to a reduction of the contract price shall otherwise be excluded. The partner's claims for damages or compensation for futile expenses shall only exist in accordance with the provisions of the article "Other claims, liability" and are otherwise excluded. This shall not apply in the event of intent or gross negligence on our part or in so far as mandatory law provides otherwise.

The partner's statutory rights of recourse against us exist only insofar as the partner has not made any agreements with its customer, which go beyond the statutory claims for defects.

12. Other claims, liability: Notwithstanding any provisions to the contrary in these Terms and Conditions, our liability to the partner for loss of production, loss of profit, loss of use, contractual losses or consequential or indirect damage is excluded.

Limitations and exclusions of liability shall not apply in case of intent or gross negligence on our part or in so far as mandatory law provides otherwise.

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

13. Force majeure: Force majeure, labour disputes, unrest, official measures, failure to deliver by our suppliers and other unforeseeable, unavoidable and serious events shall release the contractual partners from their performance obligations for the duration of the disturbance and to the extent of the effect thereof. This shall also apply if these events occur at a time when the affected contractual partner is in default, unless the default was caused intentionally or through gross negligence. The contractual partners are obliged to provide the necessary information immediately within reasonable limits and to adapt their obligations to the changed circumstances in good faith.

14. Place of performance, arbitration and applicable law: Unless otherwise stated in the order confirmation, D-59302 Oelde respectively D-86368 Gersthofen is the place of performance. All legal relations between the partner and us shall be governed exclusively by substantive Swiss law. The parties shall endeavour to amicably settle any disagreements arising under a contract by mutual agreement. Should it not be possible to reach an agreement by mutual consent, all disputes arising under this contract, including the validity thereof, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with these Rules. The place of arbitration shall be Zurich, Switzerland. The language of the arbitration proceedings shall be English.

15. Transparency Clause: a) The partner shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with

this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. b) The partner shall undertake its best efforts to ensure that the purpose of paragraph (a) is not frustrated by any third parties further down the commercial chain, including by possible resellers. c) The partner shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (a). d) Any violation of paragraphs (a), (b) or (c) shall constitute a material breach of an essential element of this Agreement, and we shall be entitled to seek appropriate remedies, including, but not limited to: i) termination of this Agreement; and ii) a penalty of 10% of the total value of this Agreement or price of the goods exported, whichever is higher, but at least 100.000 EURO. e) The partner shall immediately inform us about any problems in applying paragraphs (a), (b) or (c), including any relevant activities by third parties that could frustrate the purpose of paragraph (a). The partner shall make available to us information concerning compliance with the obligations under paragraph (a), (b) and (c) within two weeks of the simple request of such information.