

General Terms and Conditions of Delivery and Payment (GTC)

of Bergolin GmbH & Co. KG (Status: 1st of January 2018)

I. Scope of Application

1. Our following terms and conditions of delivery and payment are only intended for use vis-à-vis companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). They shall not apply to consumers.

Our terms of delivery and payment shall apply exclusively. Any terms and conditions of the Buyer that conflict with or deviate from our Terms and Conditions of Delivery and Payment shall not become part of the contract unless we have expressly agreed to their validity in writing. Our offers are subject to change unless otherwise expressly agreed.

3. Subsidiary agreements, amendments and deviations from these terms and conditions shall be agreed in writing.

II. Prices

1. The agreed prices are exclusive of the statutory value added tax applicable on the day of delivery.

2. The weights, numbers of items and quantities determined by us shall be decisive for the calculation if the Buyer does not object immediately after delivery.

III. Application advice

Insofar as we provide advisory services, this is done to the best of our knowledge and is non-binding. All data and information on the suitability and application of the goods supplied do not exempt the Buyer from carrying out his own tests and trials. This applies in particular if thinners, hardeners, additional varnishes or other components are added which were not purchased from us.

IV. Delivery

1. The purchaser shall collect the goods on the agreed delivery date or, if a delivery date has not been bindingly agreed, immediately after notification that the goods are ready for collection at the place of performance in accordance with Section IX. 1. If the purchaser is in default of acceptance of the goods, we shall be entitled, at our discretion, to dispatch the goods at the purchaser's expense or - if no other option is available - to store them outdoors if necessary. In this case we are not liable for the accidental destruction, loss or damage of the goods. If the goods are stored by us, we shall be entitled to invoice and demand payment for the goods after the expiry of one week following the occurrence of default in acceptance.

2. If, in deviation from subsection (1), it is agreed that we are obligated to ship the goods, transportation shall be at the Buyer's expense and the choice of the means of transportation and

the route of transportation shall be at our discretion, unless the Buyer has given us special instructions to that effect. The risk shall pass at the time the goods are handed over by us to the carrier.

3. Partial deliveries which are reasonable for the buyer are permissible. 4.

4. Significant, unforeseeable operational disruptions, delivery delays or delivery failures on the part of our suppliers for which we are not responsible, as well as, for example, operational interruptions due to a shortage of raw materials, energy or labor, strikes, lockouts, difficulties in procuring means of transport, traffic disruptions, official decrees or cases of force majeure on our part or on the part of our sub-suppliers shall extend the delivery period by the duration of the impediment to performance, insofar as they are of significance for the ability to deliver the goods. We shall inform the Buyer immediately of the beginning and end of such hindrances. If delivery is delayed by more than one month as a result, both the purchaser and we shall be entitled to withdraw from the contract with regard to the quantity affected by the disruption in delivery, to the exclusion of any claims for damages. The Buyer's statutory right to withdraw from the contract in the event of a delivery disruption due to circumstances for which we are responsible shall remain unaffected.

5. If the delivery is made in returnable containers, these must be returned within 90 days of receipt of the delivery, empty of residues and carriage paid. Loss of and damage to returnable packaging shall be borne by the Purchaser if the Purchaser is responsible for this. Returnable packaging may not be used for other purposes or to hold other products. They are only intended for the transport of the delivered goods. Labels may not be removed.

6. one-way packaging will not be taken back by us. Instead, we will name a third party to the purchaser who will recycle the packaging in accordance with legal and official regulations.

V. Payment

1. The invoice amount is due immediately upon receipt of the invoice and is payable without deduction. Timely payment shall only be deemed to have been made if we can dispose of the money with value date on the due date in the account specified by us.

2. In the event of late payment, the Buyer shall pay interest on arrears in the amount of 9% above the respective base interest rate.

3. The handing over of bills of exchange is not a cash payment and is only permissible with our previous agreement on account of payment. Discount and bill charges shall be borne by the buyer.

4. Retention and set-off by the buyer are excluded, unless the claim for the exercise of the right of retention or set-off is undisputed, legally established or originates from the same contractual relationship.

5. Non-payment of due invoices or other circumstances which indicate a significant deterioration in the financial situation of the buyer after conclusion of the contract shall entitle the buyer to immediately call due all our claims based on the same legal relationship.

VI. Retention of Title

1. We retain title to the delivered goods until the purchase price has been paid in full. Until all claims arising from the current business relationship with the buyer have been settled, the delivered goods shall remain our property. The retention of title shall remain in force even if some of our claims have been included in current accounts and the balance has been struck and accepted. Purchase price claims shall be deemed not to have expired despite payment for as long as a liability under a bill of exchange assumed by us in this connection - such as in the context of a check/bill of exchange procedure - remains in force.
2. The Buyer shall process or mix the goods on our behalf without this giving rise to any liability on our part. In the event of processing or mixing with other items not belonging to us, the Buyer hereby assigns to us, as security for our claims, co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other processed items, subject to the proviso that the Buyer shall hold the new item in safe custody for us. 3.
3. The buyer is entitled to dispose of the products in the ordinary course of business as long as he meets his obligations from the business relationship with us in due time.
4. Claims arising from the sale of goods to which we are entitled to ownership rights shall be assigned to us by the purchaser here and now by way of security to the extent of our ownership share in the goods sold. If the purchaser combines or mixes the delivered goods with a main item of a third party against payment, he hereby assigns to us as security his claims for remuneration against the third party up to the amount of the invoice value of the delivered goods. we accept these assignments. 5.
5. At our request, the Buyer shall provide us with all necessary information on the stock of goods owned by us and on the claims assigned to us, and shall inform his customers of the assignment.
6. The buyer shall be obliged to keep the goods subject to retention of title in safe custody and to insure them against loss and damage at his own expense. He hereby assigns his claims from the insurance contracts to us in advance. We accept this assignment.
7. If the value of the securities exceeds our claims by more than 20%, we shall release securities of our choice to this extent at the request of the purchaser.
8. The Buyer's right to dispose of the products subject to our retention of title and to collect the claims assigned to us shall expire as soon as he ceases payment and/or suffers a loss of assets. If these conditions occur, we shall be entitled to demand the immediate provisional surrender of the entire goods subject to our retention of title, excluding the right of retention, without setting a grace period or exercising the right of rescission.
9. If the retention of title is not valid under the law of the country in which the delivered goods are located, the Buyer shall provide equivalent security at our request. If he does not comply with this request, we may demand immediate payment of all outstanding invoices without regard to agreed payment terms.

VII. Claims for Defects

1. The Buyer shall inspect the goods for defects immediately upon receipt.
2. Defects must be reported in writing immediately after receipt, unless the defect was not recognizable during the inspection. If such a defect becomes apparent later, it must also be reported immediately. The notification must be made in writing and must precisely describe the type and extent of the defect. 3.
3. The buyer is obliged to inform us immediately and to give us the possibility of immediate examination, if he wants to claim defects of the products delivered by us.
4. In the event of subsequent performance, we shall be entitled to choose between rectification of defects and replacement delivery.
5. In the event of rectification of defects, we shall bear all expenses necessary for this purpose, provided that these are not increased by the fact that the purchased item has been transported to a place other than the place of performance.
6. We shall only be liable for the compensation of consequential damages if we are (jointly) responsible for the occurrence of the defect due to intentional or grossly negligent conduct.
7. If we are not prepared or not in a position to remedy the defect or make a replacement delivery or if this is delayed beyond a reasonable period for reasons for which we are responsible or if the remedy of the defect or the replacement delivery otherwise fails, the purchaser shall be entitled at his discretion to demand the rescission of the contract or a corresponding reduction in the purchase price.
8. All claims for defects shall become statute-barred 12 months after receipt of the goods by the buyer, unless the delivered goods have been used for a building in accordance with their customary use and have caused its defectiveness.
9. In the event of recourse by a businessman (§ 445a BGB), it shall be presumed that there were no defects at the time of transfer of risk to the Buyer if the Buyer has dutifully inspected the goods in accordance with subsection VII.2 (sentence 1) but has not reported any defects, unless this presumption is incompatible with the nature of the goods or the defect.
10. If the buyer asserts recourse claims, he must allow himself to be treated towards us as if he had implemented all legally permissible contractual options towards his contractual partner (e.g. refusal of subsequent performance due to disproportionality or limitation of reimbursement of expenses to a reasonable amount).
11. We shall be entitled to reject recourse claims of the Buyer with the exception of claims for new delivery of the goods, provided that we grant the Buyer equivalent compensation for the exclusion of his rights. We shall only be liable for compensation for consequential damages if we are (jointly) responsible for the occurrence of the defect due to intentional or grossly negligent

conduct.

12. Claims of the purchaser for damages are excluded, without compensation being granted, unless we are guilty of intent or gross negligence.

VIII. Liability

1. Unless otherwise agreed, all further claims for compensation by the Buyer against us and our employees, workers, representatives and vicarious agents shall be excluded, in particular a claim for compensation for damage which has not occurred to the delivered goods themselves. 2.

2. Liability for damages or futile expenses caused by advice or information which is not to be remunerated separately is excluded, unless we are charged with intent or gross negligence and this breach of duty does not constitute a material defect according to § 434 BGB. 3. our technical information and notes (in particular technical data sheets) do not represent any assurances of properties or guarantee declarations in the legal sense. Liability on the basis of the technical information and notes is excluded - irrespective of the legal relationship or legal grounds. § 475 BGB remains unaffected

3. The limitations and exclusions of liability contained in the preceding item 1. and otherwise in these terms and conditions of delivery and payment shall not apply insofar as liability on our part is mandatory in cases of intent, gross negligence, fraudulent concealment, injury to life, limb and health, or as a result of an assumed guarantee of quality or durability, or in accordance with the provisions of the Product Liability Act in particular. The same shall apply in the event of a breach of duty on our part that jeopardizes the achievement of the purpose of the contract, although our liability shall be limited to compensation for typical, foreseeable damage.

IX. Place of Performance, Place of Jurisdiction and Miscellaneous

1. The place of performance for all obligations arising from the business relationship or from the individual contract is our respective shipping point, for payment our registered office.

2. The place of jurisdiction is, at our discretion, our registered office or the general place of jurisdiction of the purchaser. This shall also apply to disputes in proceedings concerning documents, bills of exchange or cheques. The purchaser is obliged to request us to exercise our right of choice by setting a reasonable deadline.

3. The contractual relations with our customers shall be governed exclusively by the laws of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

4. Data of the buyer will be stored and processed by us only insofar as and in accordance with the relevant legal provisions, as far as this is necessary for the proper execution of the contractual relations.