

General Terms and Conditions of Sales

I.

General, Scope

(1) These General Terms and Conditions of Sales (GTC) apply to all our business relations with our customers (hereinafter: “buyer” and/or “ordering party”). They apply for our brands SOILTEC GEOSYSTEMS and SOILTEC MASS TRANSIT as well as the products distributed under these brands and their segments (FilterPave®, GREENFIX®, SoilWeb®, SkyGarden®, AMUSEMENT RIDES, GENERAL SPAREPARTS, MARINE OFFSHORE and CONSTRUCTION MACHINERY). The GTC apply only if the buyer/ordering party is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

(2) The GTC shall apply in particular to contracts for the sale and / or supply of movable property (hereinafter also referred to as “goods”), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 651 BGB [German Civil Code]). Insofar as the assembly of the goods also is to be agreed within the scope of the sale or separately in the contract, these GTC shall in principle also apply to the assembly, insofar as no separate provisions in this regard should be contained in the individual contract. The GTC in their respective version apply as a framework agreement also for future contracts for sale and/or delivery as well as assembly of movable goods with the same buyer/ordering party, without us having to refer to them again in the individual case; in this case we shall inform the buyer/ordering party immediately about changes of our GTC.

(3) Our GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer/ordering party shall only become part of the contract if and to the extent as we have expressly agreed to their validity. This requirement for consent shall apply in any case, e.g. even if we fully and unreservedly carry out the delivery to the buyer/ordering party in the knowledge of the buyer’s/ordering party’s general terms and conditions.

(4) Individual agreements reached with the buyer/ordering party in individual cases (including ancillary agreements, supplements and amendments) shall always have precedence over these GTC. A written contract or our written confirmation shall prevail for the content of such agreements.

(5) Legally relevant declarations and notifications that the buyer/ordering party must submit to us after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be in writing to be effective.

(6) References to the validity of statutory provisions are only significant for clarification purposes. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTC.

II.

§ 1 Conclusion of contract

(1) Our offers are subject to change and non-binding. This also applies if we have provided the buyer/ordering party with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form -, to which we reserve ownership rights and copyrights.

(2) The order of goods by the buyer / ordering party is considered a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 7 working days of its receipt.

(3) The acceptance can either be declared in writing (e.g. by an order confirmation) or by delivery of the goods to the buyer/ordering party.

§ 2 Delivery period, delay of delivery

(1) The delivery period is agreed individually or specified by us upon acceptance of the order.

(2) If we are unable to meet binding delivery deadlines for reasons beyond our control (e.g. unavailability of service, industrial disputes), we shall immediately inform the buyer/ordering party accordingly and at the same time advise the expected new deadline. If the service is also not available within the new deadline, we are entitled to withdraw from the contract in whole or in part; we will immediately refund any payment already rendered by the buyer/ordering party. Unavailability of order in this respect shall especially include the failure of our suppliers to deliver to us on time, or if we have concluded a congruent hedging transaction, or if neither we nor our suppliers are culpable, or if we are not obliged to procure.

(3) The occurrence of delivery delay on our part is governed by statutory provisions. In each case, however, a reminder by the buyer/ordering party is required. If we are in delay, the buyer/ordering party can demand lump-sum compensation for any loss he has suffered as a result of the delay. In the event of a delay in delivery, the flat-rate compensation shall amount to 0.5% of the net price (delivery value) of the delayed goods for each complete calendar week of the delay, but not more than a maximum of 5% of goods delivered late.

We reserve the right to prove that the buyer/ordering party has not suffered any damage or only a lesser damage than the above lump sum.

(4) The rights of the buyer/ordering party pursuant to § 8 of this GTC and our statutory rights in particular with regard to exemption from the obligation to perform (e.g. due to impossibility or infeasibility of performance and/or supplementary performance) shall remain unaffected.

§ 3 Cooperation and assistance of the buyer/ordering party

The buyer/ordering party must render all cooperation activities incumbent on him in a timely manner so that timely provision (in the case of delivery by mail order) is guaranteed by us.

The buyer/ordering party must also provide drawings, data sheets and hazard data sheets.

§ 4 Delivery, transfer of risk, acceptance, default of receipt

(1) Delivery shall be made in accordance with the Incoterm Codes 2010 EX Works (EXW) from our plant in 28832 Achim, which is also the place of performance. If offered accordingly, we are also entitled to have the goods delivered directly by our producer Free Carrier (FCA) to the buyer/ordering party. Upon the buyer's/ordering party's request and at his expense, the goods shall be sent to another destination (mail order purchase). Unless otherwise agreed, we reserve the right to determine the type of despatch (especially transport company, shipping route and packaging).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer/ordering party at the latest upon handover at our works in 28832 Achim in accordance with the Incoterms 2010 EXW regulation, or upon handover of the goods to the freight forwarder, the carrier or otherwise, any other person or entity designated to carry out the shipment in accordance with Incoterms 2010 FCA. In the case of mail order purchase, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the forwarding agent, the carrier or any other person or entity designated to carry out the shipment, as soon as the goods are handed over ex our works at 28832 Achim. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risks. In all other respects, the statutory provisions under the work and services contract law shall also apply accordingly to an agreed acceptance. Default of acceptance by the buyer/ordering party shall be deemed equivalent to handover or acceptance of the goods. The complaint of recognisable defects is excluded after acceptance, unless a reservation has been agreed.

(3) If the buyer/ordering party is in default of acceptance, fails to cooperate or if our provision of the goods (in cases of mail order delivery) is delayed for other reasons for which the buyer/ordering party is responsible, we are entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump-sum compensation of 0.14% of the order value per calendar day, starting with the notification of the provision of the goods.

Proof of higher damages and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be set off against further monetary claims. The buyer/ordering party shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the above lump sum.

§ 5 Prices and terms of payment

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, plus statutory value-added tax.

(2) In case of mail purchase order (§ 4 para. 1), the buyer/ordering party shall bear the transport costs ex works and the costs of any transport insurance requested by the buyer/ordering party. Any customs duties, fees, taxes and other public charges shall be borne by the buyer/ordering party. We do not take back transport packaging or any other packaging in accordance with the Packaging Ordinance; it becomes the property of the buyer/ordering party; except pallets.

(3) Unless otherwise agreed in the individual case and with the appropriate creditworthiness, the purchase price is due and payable within 14 days net without deduction from the date of invoice. For contracts with a sales value exceeding 10,000.00 EUR, however, we are entitled to demand a deposit of 50% of the purchase price. The deposit is due and payable within 14 days from the invoicing date.

(4) The buyer/ordering party shall be in default upon expiry of the above payment period. The purchase price is subject to interest at the statutory default interest rate applicable at the time of the default. We reserve the right to assert further damage caused by delay. Our claim to the commercial due date interest (§ 353 HGB [German Commercial Code]) remains unaffected vis-à-vis commercial operators.

(5) The buyer/ordering party is only entitled to set-off rights and retention rights insofar as his claim is legally established and undisputed. In the event of defects in the delivery in cases of an agreed mail order purchase, the buyer's/ordering party's counter rights shall remain unaffected, in particular pursuant to § 8 para. 6 sentence 2 of these GTC.

(6) If it becomes evident after conclusion of the contract that our claim to the purchase price is at risk by the buyer's/ordering party's inability to pay (e.g. by filing for insolvency proceedings), we are entitled to refuse performance and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB [German Civil Code]). For contracts governing the manufacturing of unacceptable items (custom-made products), we reserve the right to withdraw with immediate effect; statutory provisions regarding the dispensability of deadlines shall remain unaffected.

§ 6 Installation & Consultation

(1) The client is responsible for proper installation of the delivered materials. Both the installation by the entrepreneur and the training and instruction of the customer or his employees / sub-

contractors & suppliers are not included in the scope of services. These services are only provided on the basis of a corresponding agreement and are charged separately.

§ 7 Retention of title

(1) We shall retain ownership of the sold goods until all our current and future claims under the purchase agreement and an ongoing business relationship (secured claims) have been paid in full.

(2) The goods subject to retention of title may neither be pledged to third parties nor transferred as collateral before full payment of the secured claims. The buyer/ordering party must inform us immediately in writing if and to the extent that third parties have access to the goods belonging to us.

(3) In the event of breach of contract by the buyer/ordering party, in particular in case of non-payment of the purchase price owed, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to reclaim the goods on the basis of the retention of title. The demand for return of goods does not automatically include the declaration of withdrawal; we are rather entitled to only demand the return of goods and to reserve the right to withdraw from the contract. If the buyer/ordering party fails to pay the purchase price owed, we may only assert these rights if we have unsuccessfully set a reasonable deadline for the buyer to pay or if setting such deadline is not required by law.

(4) The buyer/ordering party is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply additionally:

(a) The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are deemed to be the manufacturer. If the property rights of third parties remain in force in the event of processing, mixing or combination with goods, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting product as for the goods delivered under retention of title.

(b) As a security, the buyer/ordering party hereby assigns to us all claims against third parties arising from the resale of the goods or the product, or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We shall accept the assignment. The buyer's/ordering party's obligation specified in para. 2 also apply with regard to the assigned claims.

(c) Besides ourselves, the buyer/ordering party shall be entitled to collect any receivables. We undertake not to collect the receivables as long as the buyer/ordering party meets his payment obligations towards us, does not default on payment, and for as long as no application has been filed for the opening of insolvency proceedings and there is no other lack in his performance. If this is the case, however, we can demand that the buyer/ordering party notifies us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.

(d) if the realisable value of the collateral exceeds our claims by more than 10%, we shall release the collateral at our discretion at the request of the buyer/customer.

§ 8 Warranty claims by the buyer/ordering party

(1) The statutory provisions shall apply to the rights of the buyer/ordering party in the event of material defects and legal deficiencies (including incorrect and short delivery and insufficient operating instructions), unless otherwise specified below. In all cases the statutory special regulations remain unaffected when the goods are delivered to a consumer (supplies recourse pursuant to §§ 478, 479 BGB [German Civil Code]).

(2) The prevailing basis of our liability for defects is the agreement on the quality of the goods. Our product description or current data sheets, which are the subject matter of the individual contract, shall be deemed to be an agreement on the quality of goods.

(3) Insofar as the quality has not been agreed, an assessment as to whether or not defects exist is made in accordance with the statutory provisions (§ 434 para. 1 sentence 2 and 3 BGB [German Civil Code]). However, we shall not accept any liability for public statements made by the manufacturer or other third parties (e.g. advertisement statements).

(4) Any warranty claims by the buyer/ordering party presuppose that he has complied with his statutory inspection and complaint obligations (§§ 377, 381 HGB). If a defect is discovered during the inspection or later, this must be reported to us immediately in writing. The notification shall be considered to be immediate if it is made within two weeks, whereby the timely submission of the notification suffices to meet the deadline. Regardless of this obligation to inspect and to give notice on defects, the buyer/ordering party must report any obvious defects (including incorrect delivery and short delivery) to us in writing within two weeks of delivery, whereby again timely submission of the notification is sufficient for meeting the deadline. If the buyer/ordering party fails to carry out proper inspection and/or report a defect, our liability for the unreported defect is excluded.

(5) If the supplied goods are defective, we can in the first instance choose whether we will render subsequent service by eliminating the defect (rectification) or by supplying a defect-free product (replacement). Our right to refuse subsequent service under the statutory conditions remains unaffected.

(6) We are entitled to make the subsequent service dependent on whether the buyer/ordering party pays the purchase price due. However, the buyer/ordering party is entitled to retain a reasonable portion of the purchase price in proportion to the defect.

(7) The buyer/ordering party must grant us the time and opportunity necessary for the owed post-service and must in particular hand over the rejected goods for inspection purposes. In case we replace the delivery, the buyer/ordering party must return the defective goods to us in accordance with the statutory provisions. Post-service neither includes the removal of the defective item nor the re-installation, if we were not originally obliged to install it. This also applies to final deliveries of goods to the consumer.

(8) We shall bear the inspection and post-service expenses, in particular transport, travel, labour, and material costs (not: removal and installation costs), provided that a defect actually exists. If, however, the buyer's/ordering party's request for rectification of defects turns out to be unjustified, we are entitled to demand reimbursement of the resulting costs from the buyer/ordering party.

(9) In urgent cases, e.g. if operational safety is at risk or to avert excessive damage, the buyer/ordering party is entitled to rectify the defect himself and to demand compensation from us for the objectively necessary costs incurred. We must be informed immediately, and if possible in advance, of such do-it-yourself repair. The right of do-it-yourself repair does not exist if we would be entitled to refuse a corresponding post-service in accordance with the statutory provisions.

(10) If the post-service has failed or a reasonable deadline set by the buyer/ordering party for post-service has expired unsuccessfully or if such deadline is dispensable under statutory provisions, the buyer/customer may withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the case of an insignificant defect.

(11) Claims on behalf of the buyer/ordering party for damages or compensation of futile expenses exist only pursuant to § 8 and are otherwise excluded.

§ 9 Other liability

(1) Insofar as these GTC, including the following provisions, do not stipulate otherwise, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

(2) We are liable for damages - on whatever legal grounds - in cases of intent and gross negligence.

In case of simple negligence, we are only liable for

- a) loss or damage due to death, serious injury or impairment of health,
- b) for damages resulting from the violation of an essential contractual obligation (obligation the fulfilment of which is essential for the proper execution of the contract and on the compliance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from para. 2 do not apply if we maliciously concealed a defect or assumed a guarantee for the quality of the goods. The same applies to claims of the buyer/ordering party under the Product Liability Act.
- (4) In respect of a breach of obligation not attributable to a defect, the buyer/ordering party shall be entitled to withdraw from or terminate the contract only if we are responsible for the breach of obligation. The buyer/ordering party shall have no unrestricted right to termination (in particular pursuant §§ 651, 649 BGB [German Civil Code]). In all other respects, the statutory requirements and legal consequences shall apply.

§ 10 Limitation period

- (1) Notwithstanding § 438 para. 1 no. 3 BGB [German Civil Code], the general limitation period for claims arising from material and legal defects shall be one year from the date of delivery in accordance with Incoterms 2010 EX Works or FCA. If acceptance has been agreed, the limitation period begins with acceptance.
- (2) If the product is a building or an object, which has been used for a building according to its customary use and has caused the defectiveness of the building (building materials), the limitation period pursuant to the statutory regulations is 5 years from the date of delivery (§ 438 (1) No. 2 BGB [German Civil Code]). This shall also not affect statutory special provisions for restitution claims in rem of third parties (§ 438 para. 1 No. 1 BGB [German Civil Code]), in the event of fraudulent intent on the part of the seller/ordering party (§ 438 para. 3 BGB) and for claims in supplier recourse in the final delivery to a consumer (§ 479 BGB).
- (3) The above limitation periods of purchase right also apply to contractual and non-contractual damage claims of the buyer/ordering party, which are based on defective goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Law remain unaffected in this case. Otherwise the statutory limitation periods shall apply exclusively for damage claims by the buyer/ordering party pursuant to § 8.

§ 11 Governing law, place of jurisdiction and contract language

- (1) These GTC and the contractual relationship between us and the buyer/ordering party shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law and especially UN sales law. Conditions and effects of the retention of title pursuant to § 6 are subject to the law at the respective storage location of the goods, insofar as the choice of law in favour of German law is inadmissible or ineffective thereafter.
- (2) If the buyer/ordering party is a commercial operator as defined under the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business in 28832 Achim or the place of the competent district court in Verden. We are however also entitled to take action at the general place of jurisdiction of the buyer/ordering party.
- (3) The contractual language is German, which is the reason why these conditions also apply exclusively in their German version.

§ 12 non-Russian clause

- “(1) The [Importer/Buyer] 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 – dated 18.Dec. 2023.
- (2) The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The [Importer/Buyer] 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 (1).
- (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of any existing Agreements; and

(ii) a penalty of 100% of the total value of a the sales contract or price of the goods exported, whichever is higher.

(5) The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

Achim, July 2024