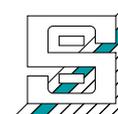


General Terms and Conditions of Purchase (GT&C)
P+S Polyurethane Elastomers GmbH & Co. KG



I. General

1. These General Terms and Conditions of Purchase of P+S Polyurethan-Elastomere GmbH & Co.KG shall apply exclusively to the contractual relationship between P+S Polyurethan-Elastomere GmbH & Co.KG (hereinafter referred to as Client) and the contractor (hereinafter referred to as Contractor). Any terms and conditions of the Contractor deviating from or supplementing these terms and conditions shall not be binding on the Client, even if the Client does not object or the Contractor declares that it only intends to deliver on the basis of its own T&C. Deviations from these terms and conditions require the express written consent of the Client. The confirmation or execution of the order shall be deemed to be acceptance of these General Terms and Conditions. Terms and conditions of purchase.
- 2) If any individual provisions of these General Terms and Conditions of Purchase cannot be applied, the remaining provisions shall remain unaffected thereby.

II. Correspondence

1. Orders must be placed in writing or in text form, e.g. by e-mail. Verbal orders and agreements are only legally valid if they are confirmed in writing.
2. Immediately after receipt of the order, an order confirmation shall be issued to the Client. The Client reserves the right to revoke the order if the confirmation is not received by the Client within 14 calendar days.
3. The correspondence related to the order shall only be conducted with the purchasing department separately for each individual order, stating the order number and/or other identifiers. Unless the Client notifies otherwise, the Contractor shall issue dispatch notes, delivery notes and invoices and submit them in good time.

III. Dispatch

1. Unless otherwise agreed by the Parties, the Client's business premises shall be the place of performance for deliveries by the Contractor.
2. Freight and packaging costs shall only be borne by the Client if this has been expressly agreed.

IV. Transfer of risk

The risk shall not pass until acceptance by the Client at the place of performance. If the Contractor is also responsible for the installation of the delivery, the risk shall only pass to the Client after successful installation.

V. Delivery times

1. The agreed delivery periods are binding and must be adhered to exactly. Advance deliveries are only permissible with the consent of the Client.
2. The delivery period shall be extended appropriately if the Contractor is prevented from fulfilling its obligation due to force majeure.
3. Delay on the part of the Contractor's subcontractors falls within the Contractor's sphere of risk.
4. If delays have occurred or are to be expected in the delivery and/or its preparation, the Contractor shall notify the Client immediately.

5. If the Contractor is in default, the Client shall be entitled, without setting a grace period and at its discretion, and without prejudice to any further claims for damages, to demand a contractual penalty in the amount of 0.5% of the order value per full week, up to a maximum of 5% of the order value and/or delivery, and/or to withdraw from the contract. An express reservation of the right to claim the contractual penalty upon acceptance of the delayed delivery is not required.

VI. Payment

1. Invoices are always to be submitted with the order number of the Client.
2. The value added tax shall be shown separately.
3. Payment and discount periods shall commence at the earliest on the day of receipt of a proper and verifiable invoice or acceptance of the goods or service, should this take place after receipt of the invoice.
4. Unless otherwise agreed by the parties, payment shall be made within 14 days with a 3% discount or within 30 days net after receipt of the invoice. In the event of defective delivery by the Contractor, the Client shall be entitled to withhold payment until proper fulfilment, without loss of rebates, discounts or similar payment benefits.
5. The Contractor is not entitled to assign its claims against the Client without the Client's written consent or to have them collected by third parties; this does not apply to the extended retention of title.
6. Payment does not confirm fulfilment of the Contractor's contractual obligations.
7. The Contractor shall be obliged to refund overpayments to the Client without being requested to do so. It may not invoke the statute of limitations or the right to be relieved.

VII. Warranty

1. The Contractor shall be liable for defects of title and quality in accordance with the statutory provisions.
2. It guarantees the careful and proper fulfilment of the contract, in particular the compliance with the stipulated specifications and other execution regulations of the Principal in accordance with the latest state of science and technology, as well as the quality and expediency of the delivery with regard to material, construction and execution of the documents belonging to the delivery (operating instructions, drawings, plans, etc.).
3. The specifications laid down shall be deemed to be agreed quality specifications of the object of the delivery or service.
4. Unless the parties have agreed otherwise, the warranty shall be 24 months from the transfer of risk. The purchaser can make complaints about faulty delivery within two weeks of receipt of the goods. Defects which only become apparent when the goods are processed or put into use may still be notified by the Client immediately after their discovery even after expiry of this period.
5. In the event of material defects, the Client may, at its discretion, assert the statutory warranty claims (in the event of rescission: also partial rescission). In urgent cases, in particular to minimise harm, it shall be entitled to replace or repair defective parts and to remedy any damage that has occurred at the Contractor's expense.
6. Changes in the type of composition of the processed material or in the constructional design compared to previous similar deliveries and services shall be reported to the Client before the start of production. They require consent in writing or in text form. The Client is not obliged to inspect deliveries and services for uniformity after receipt.

VIII. Intellectual property rights

The Contractor shall be liable for ensuring that the property rights of third parties are not infringed during the execution of the contract and through the delivery and use of the purchased items. It shall indemnify the Principal against claims by third parties arising from any infringements of industrial property rights.

IX. Deliveries according to the Client's specifications

If the goods ordered by the Client are manufactured according to the Client's specifications, drawings or models, the following regulation shall apply:

1. The goods ordered by the Client as well as special equipment or the like suitable for their manufacture may only be delivered to third parties with the express consent of the Client. This shall also apply if the Client has refused to accept the ordered goods due to late or defective delivery or if the Client refrains from placing further orders despite proper delivery. If the Contractor has procured the special equipment at its own expense, it shall be entitled to appropriate compensation in the event of termination of the contract.
2. If improvements are made by the Contractor in connection with the execution of the order, the Client shall have a right of use for the commercial use of the object of the improvement and any corresponding property rights.
3. The right of disposal over order-related production equipment and tools, in particular with regard to joint use, modification or destruction, shall remain exclusively with the Client.
4. Models, samples, drawings or technical documents of any kind shall remain the property of the Client and shall be kept secret; they shall be returned together with any copies made at the request of the Client.

X. Development contracts, minimum wage

In addition to the other provisions of the General Terms and Conditions of Business, the following provisions shall apply to the performance of development services. Terms and Conditions of Purchase the following provisions:

1. The Client shall provide the Contractor with all information required for the development in a complete and comprehensive manner.
2. The Contractor shall keep the Client informed of the status of the development.
3. The Contractor shall take into account written requests of the Client for the performance of the development work. Should, however, the consideration of these requests impair the achievement of the development objective or lead to the intended financial scope of the development work being exceeded, the Contractor shall - as soon as it recognises this - notify the Client thereof in writing. In this case, the Client shall be responsible for taking them into account. Insofar as a cost overrun comes into consideration, however, the request shall only be binding after a special written agreement has been reached on the remuneration of the resulting additional costs and additional services of the Contractor.
4. If the Contractor wishes to involve third parties outside its company, including freelancers, in the execution of its order and if the third party must be informed of the development task or a significant part thereof, he must obtain the express prior consent (in writing or in text form) of the Client.
5. The Contractor undertakes to maintain confidentiality about all business details that become known.
6. The Principal shall be entitled to be provided with one copy each of the scientific or technical documents (functional drawings, system drawings, circuit diagrams and the like) and a provisional instruction manual arising from the performance of the contract, insofar as they are required for proper testing and evaluation of the development result.

No special costs are recognised for the provision of these documents; they are included in the development costs.

7. The Client shall retain the sole and complete right of use for all developments commissioned by the Client. Use of the development at the Contractor requires the written consent of the Client.
8. The Contractor warrants to pay the employees deployed for the Client within the scope of the contract/order at least the legally applicable minimum wage for their employment in the Federal Republic of Germany. The Contractor warrants that it will comply in particular with the provisions of the Minimum Wage Act including the documentation and reporting obligations and - where applicable - the Employee Transfer Act and the Employee Posting Act and that it will oblige any subcontractors and employee rental companies (lenders) to do likewise.

XI. Prices

1. The prices quoted are fixed prices for the duration of the order, including the company inspection records, when the order is placed. Price changes are only possible after written confirmation by the Client.
2. If advance payments have been agreed, the Contractor shall, at the Client's request, provide directly enforceable guarantees from a major German bank as security.

XII. Termination and withdrawal

Notwithstanding any other rights of termination or withdrawal, the Client shall be entitled to terminate or withdraw from the contract if insolvency proceedings or judicial composition proceedings have been instituted against the assets of the Contractor or if the Contractor ceases its payments not only temporarily.

XIII. Sustainability

1. The Contractor undertakes to align its business processes with the guiding principle of sustainable development and to comply with internationally recognised, fundamental standards for occupational safety, health and environmental protection, labour and human rights in the light of the Supply Chain Sourcing Obligations Act (LkSG). Furthermore, it undertakes to establish and maintain measures to prevent violations of the prohibitions listed in § 2 paragraph 2 and 3 LkSG.
2. The Contractor is obliged to encourage its indirect and direct suppliers to comply with the standards set out in Clause 13.1.
3. The Client reserves the right to check the Contractor's compliance with the standards specified in Clause 13.1 at irregular intervals. The Contractor agrees to provide corresponding data at the request of the Client or to carry out a self-audit and to submit the results to the Client.

XIV. Jurisdiction and applicable law

The place of jurisdiction is the registered office of the Client. The contract shall be governed exclusively by German law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.