

# GENERAL TERMS AND CONDITIONS FOR SALES

AS AT 05 JULY 2024

## I. SCOPE OF THE GENERAL TERMS AND CONDITIONS FOR SALES

1. These General Terms and Conditions for Sales apply to the present and all future contracts with the customers of the company Seppeler Rietbergwerke GmbH & Co. KG Rietbergbehälter – hereinafter referred to as Seppeler Rietbergbehälter – involving predominantly the delivery of goods to the Customer. Any obligations additionally assumed by Seppeler Rietbergbehälter shall not affect the validity of these General Terms and Conditions for Sales.
2. Seppeler Rietbergbehälter shall not be bound by conflicting or deviating general terms and conditions of the Customer, even if Seppeler Rietbergbehälter does not expressly oppose, or performs services or accepts services of the Customer without reservation notwithstanding any conflicting or deviating general terms and conditions of the Customer. Likewise, Seppeler Rietbergbehälter is not bound to the extent that the general terms and conditions of the Customer deviate from statutory provisions, regardless of the content of these General Terms and Conditions for Sales.
3. These General Terms and Conditions for Sales are designed for contracts which do not fall under the special provisions that apply to consumer goods purchases (Sections 474 et seq. BGB (German Civil Code)). If this assumption does not apply, the Customer shall advise Seppeler Rietbergbehälter in writing immediately in each individual case; otherwise, Seppeler Rietbergbehälter's "General Terms and Conditions for Consumer Goods Sales" shall then apply.
4. The General Terms and Conditions for Sales only apply to businesses as defined by Section 14 of the BGB, legal entities under public law or a special fund under public law in accordance with Section 310 BGB. Businesses as defined by Section 14 BGB are natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or independent professional activity when concluding the legal transaction.

## II. CONCLUSION OF THE SALES CONTRACT

5. Before concluding a contract, the Customer is obligated to expressly point out to Seppeler Rietbergbehälter if the ordered goods have to be suited not exclusively for customary use, or are used under unusual conditions or under conditions representing a particular health, safety or environmental risk or requiring increased load.
6. If the Customer's order deviates from the proposals or the offer provided by Seppeler Rietbergbehälter, the Customer shall particularly emphasise the deviations as such. The rules for contracts concluded in electronic commerce in acc. with Section 312 (e) Paragraph 1 Clause 1 No. 1 to 3 BGB do not apply.
7. All orders accepted in particular also by employees of Seppeler Rietbergbehälter shall take effect exclusively by the written order confirmation of Seppeler Rietbergbehälter. The actual acceptance of ordered goods, other behaviour of Seppeler Rietbergbehälter or silence does not entitle the Customer to rely on the conclusion of the contract. Seppeler Rietbergbehälter may issue the written order confirmation up to the expiration of 14 calendar days after the Customer's order was received by Seppeler Rietbergbehälter.
8. The scope of the delivery is determined by our written order confirmation. If there is no order confirmation, then the offer made by Seppeler Rietbergbehälter is decisive. Ancillary agreements and alterations require our written confirmation.
9. Illustrations and drawings just like the measures and weight indications featured in our proposals or offers are only there as guidelines, unless we expressly designate them as binding. Our offers are also non-binding.

### III. OBLIGATIONS OF SEPPELER RIETBERGBEHÄLTER

10. Seppeler Rietbergbehälter must deliver the goods specified in the written order confirmation. If the goods being delivered require more detailed specification, Seppeler Rietbergbehälter shall make the specification taking into account its own interests and those of the customer which are recognisable and justified for Seppeler Rietbergbehälter. Seppeler Rietbergbehälter is not obliged to provide services not stated in the written order confirmation or in these Conditions of Sale; in particular, Seppeler Rietbergbehälter is under no obligation to deliver accessories not explicitly agreed upon in writing, to install additional safety devices, to pass on assembly instructions, to carry out assemblies or to advise the Customer.
11. Third parties not involved in the conclusion of the contract, in particular the Customer's clients, are not entitled to request delivery to be made to them. The Customer's responsibility to take delivery continues to exist even if it assigns rights to third parties.
12. Seppeler Rietbergbehälter undertakes to deliver goods of average kind and quality taking account of the tolerances customary in trade concerning the kind, quantity, quality and packaging. If the goods cannot be delivered in the condition offered at the time of the formation of the contract because technical improvements to goods of series production were made, Seppeler Rietbergbehälter is entitled to deliver the goods with the technical improvements. Seppeler Rietbergbehälter is entitled to make partial deliveries and invoice them separately.
13. Agreed delivery time periods or delivery dates are subject to the Customer's procuring any required documents, releases, permits, approvals, licences or any other authorisations or consents in sufficient time, making down-payments as agreed and performing all other obligations incumbent upon it in good time. Moreover, agreed delivery time periods begin on the date of the written order confirmation by Seppeler Rietbergbehälter. Seppeler Rietbergbehälter is entitled to deliver earlier than at the agreed delivery time.
14. Seppeler Rietbergbehälter is entitled to perform contractual obligations after the scheduled date, if the Customer is informed about the delay and a period for subsequent performance is notified to the Customer, unless subsequent performance is unacceptable to the Customer, or the Customer refuses the offer of subsequent performance within a reasonable period. In case of subsequent performance, Seppeler Rietbergbehälter shall refund the additional expenses of the Customer which are demonstrably necessary due to the delay, to the extent that Seppeler Rietbergbehälter is liable for damages according to the provisions of Section VII.
15. Risks as to price and performance even in relation to goods which are not clearly identifiable to the contract and without it being necessary for Seppeler Rietbergbehälter to give notice, pass to the Customer at the latest as soon as the loading of the goods has begun or as soon as the Customer does not take delivery in accordance with the contract or title to the goods has passed to the Customer. The loading of the goods is part of the Customer's obligations. The agreement of other Incoterms or of clauses such as "delivery free....." or similar ones merely involve a variation of the provisions as to the transportation and the transportation costs; besides that, the provisions laid down in these Conditions of Sale remain applicable.
16. Seppeler Rietbergbehälter is not obligated to take back packaging material (transport, sales or other packaging) from the Customer. Notwithstanding any legal provisions, the Customer shall reuse, recycle or otherwise dispose of the packaging as prescribed otherwise at its own expense. The above provision shall apply regardless of whether the packaging is charged separately to the Customer or not.
17. Without waving any further statutory rights, Seppeler Rietbergbehälter is entitled to the defence of uncertainty according to Section 321 of the German Civil Code (BGB) in particular if the Customer insufficiently performs its obligations to Seppeler Rietbergbehälter or third parties, or is slow to pay, or the limit set by a credit insurer is exceeded or will be exceeded with the forthcoming delivery. Instead of using this defence, Seppeler Rietbergbehälter may make future deliveries – including already confirmed deliveries – dependent on prepayment. Seppeler Rietbergbehälter is not obligated to continue with its services as long as services provided by the Customer to avoid the defence do not offer sufficient security or may be subject to appeal.
18. The delivery deadline shall be deemed to have been met if the ready-to-ship delivery is dispatched or collected within this period. If the delivery is delayed for reasons for which Seppeler Rietbergbehälter is not responsible, then the deadline shall be deemed to have been met on notification of its completion or ready-to-ship status within the agreed period.

#### IV. DELIVERY DELAY

1. If Seppeler Rietbergbehälter is hindered from fulfilling its obligations due to the occurrence of unforeseeable, extraordinary circumstances, which Seppeler Rietbergbehälter was unable to avert despite exercising reasonable care commensurate with the circumstances, whether they occurred at the factory or at its suppliers – e.g. Break-downs, official interventions, energy supply problems –, then the delivery deadline is extended by the duration of the hindrance if the delivery or performance is not rendered impossible. If the delivery or performance is rendered impossible due to the circumstances specified above, then Seppeler Rietbergbehälter is released from its obligation to deliver.
2. Even in the event of a strike or lockout, the delivery deadline is extended to an appropriate degree. If the delivery or performance is rendered impossible, Seppeler Rietbergbehälter is released from its obligation to deliver. If the delivery deadline is extended in the above-mentioned cases by more than one month, then the buyer is entitled to withdraw from the contract. The assertion of claims for compensation is excluded. If the above-mentioned circumstances occur at the buyer, the same legal consequences shall apply to the buyer's obligation to accept the delivery. Seppeler Rietbergbehälter can only invoke the circumstances specified here if the buyer is notified immediately.
3. If the despatch or shipment is delayed at the request of the buyer, then Seppeler Rietbergbehälter may charge warehousing fees of ½ % of the net invoice amount for each month or part of a month, starting one month after notification of completion or ready-to-ship status. The warehousing fees are limited to 5 % of the net invoice amount, unless we can demonstrate higher costs.
3. The agreed-on price shall cover the services to be rendered by Seppeler Rietbergbehälter, excluding packaging. In addition, the Customer shall pay the applicable VAT, which is to be calculated separately.
4. Covenants for cash discounts must be shown in each individual case in the written order confirmation of Seppeler Rietbergbehälter, and shall apply only under the condition of timely and full payment. Seppeler Rietbergbehälter employees, commercial agents or other sales intermediaries are not authorised to accept payments.
5. The payments shall be transferred in euro without deduction and free of charge through the banking institution designated by Seppeler Rietbergbehälter. Timeliness of the payment depends on the time when the amount is credited to the bank account without reservation. The employees, commercial agents or other sales intermediaries of Seppeler Rietbergbehälter are not entitled to accept payments.
6. Seppeler Rietbergbehälter may set off incoming payments at its own discretion against the accounts receivable from the Customer by virtue of its own or assigned rights at the time of payment.
7. Rights of the Customer to set-off against the claims of Seppeler Rietbergbehälter are excluded, unless the counterclaim is founded in the Customer's own right and has either been legally established by a court or is due and undisputed or has been accepted by Seppeler Rietbergbehälter in writing.
8. Rights of the Customer to withhold the payment or to raise defences are excluded, unless Seppeler Rietbergbehälter has materially violated obligations which are due to and arising from the same contractual relationship in spite of a written warning, and has not offered appropriate security.
9. In case of deliveries abroad, all duties, fees, taxes and costs for the technical check, which are incurred outside the Federal Republic of Germany, shall be borne by the buyer. This also applies to the costs for any necessary legalisation of certificates of origin, technical documents, consular invoices etc.

#### V. PRICE AND PAYMENT

1. Notwithstanding any further obligations to secure or prepare payments, the compensation shall be due for payment upon the issue of the invoice. The amount of the interest payable after the due date provided by law shall be determined according to § 288 BGB.
2. Periods granted for payment will cease to apply and receivables will be immediately due for payment if the opening of insolvency proceedings on the Customer's assets is applied for, if the Customer fails to meet material

## VI. MATERIAL DEFECTS AND DEFECTS OF TITLE

1. Without waiving the statutory exclusions or restrictions of responsibility of Seppeler Rietbergbehälter, the goods are considered to have a material defect if they deviate significantly from the kind, quantity or quality agreed in the written order confirmation, taking into account the provisions in Section III., or in the absence of agreed quality, if they deviate significantly from the quality customary in Rietberg, or if it is obvious that they are not suitable for the use which is customary in Rietberg. Changes in design, construction or material which reflect technical improvements do not constitute a lack of conformity with the contract. Second-hand goods are delivered without any liability for their conformity.
2. Unless expressly provided otherwise in the written order confirmation, Seppeler Rietbergbehälter is in particular not responsible for ensuring that the goods are suitable for any use other than the customary use, or that they fulfil any further requirements of the Customer. Seppeler Rietbergbehälter is not liable for material defects arising after the time when the risk has passed. To the extent that the Customer, either itself or through third parties, initiates the removal of non-conformities without the prior consent of Seppeler Rietbergbehälter in writing, Seppeler Rietbergbehälter shall be released from its liability.
3. Also in case of follow-up business, guarantees or covenants requested by the Customer always have to be specifically shown in the written order confirmation. In particular, keyword-style descriptions, reference to generally accepted standards and DIN standards, the use of trademarks or quality marks, or the submission of specimens or samples do not by themselves constitute the assumption of a guarantee or covenant. The employees, commercial agents or other sales intermediaries of Seppeler Rietbergbehälter are not entitled to grant guarantees or covenants or to make statements on special applications or on the economic viability of the goods.
4. The Customer shall immediately inspect each individual consignment in every respect for visible and typical quality, quantity and other kinds of deviations and notify Seppeler Rietbergwerke of the deviations immediately in writing and exactly stating their nature and extent; otherwise the assertion of claims for defects is excluded. The employees, commercial agents or other sales intermediaries of Seppeler Rietbergbehälter are not entitled to accept notices of defects or issue warranty-related statements. Otherwise, Section 377 HGB (German Commercial Code) remains unaffected.
5. In case of a justified complaint, Seppeler Rietbergbehälter shall rectify the defects at its own discretion by repairing the goods free of charge (rectifying the defect) or by making a replacement delivery (delivery of defect-free goods). In this case, Seppeler Rietbergbehälter shall bear the necessary costs for subsequent performance, such as transport, travel, labour and material costs. In the event of a failed repair, the buyer may, if the breach of contract is not merely minor, withdraw from the contract or, in case of defects that are not merely insignificant, reduce the price. Any claims for compensation remain unaffected. The buyer is only entitled to rectify the defects itself or to demand reimbursement of the expenses required for this after prior written agreement with Seppeler Rietbergbehälter.
6. Subject to any written confirmed covenants to the contrary, and subject to fraudulent concealment by Seppeler Rietbergbehälter, the Customer does not have any further claims for defects. Claims for damages according to the provisions in Section VII. which are established by operation of law remain unaffected thereof.
7. Any claims of the Customer based on defects shall fall under the statute of limitations one year after commencement of the respective statutory limitation period. Claims for damages based on intent remain unaffected thereof. Subsequent performance measures do not lead to an extension of the deadline stipulated in Clause 1 and in particular do not imply an acknowledgement leading to a recommencement of the limitation period.
8. Claims for defects are excluded if the buyer or a third party has made changes to the delivered goods, unless the buyer demonstrates in connection with the notification of the defect that the changes were not the cause of the defect.

## VII. WITHDRAWAL

1. In addition to the provision in Section V.5, the Customer is entitled to withdraw from the contract, taking into account the relevant statutory provisions, if the services owed by Seppeler Rietbergbehälter have become impossible, Seppeler Rietbergbehälter is in delay with the performance of contractual principal obligations, or has otherwise breached duties established by this contract and Seppeler Rietbergbehälter is responsible for the delay or breach of duties according to Section VII.1.(c). In order for a delay to be considered to exist, it is always necessary without waiving any further statutory requirements also in

case of a specified delivery time frame, to submit a separate written request directly to Seppeler Rietbergbehälter after the due date, to perform the service within a reasonable time.

2. Without waiving any further statutory rights, Seppeler Rietbergbehälter is entitled to withdraw from the contract without compensation if the Customer objects to the application of these Terms and Conditions for Sales, if the opening of insolvency proceedings on the Customer's assets is applied for, if the Customer fails to fulfil material obligations owed to Seppeler Rietbergbehälter or third parties without stating a justifying cause, if the Customer provides inaccurate information on its creditworthiness, if Seppeler Rietbergbehälter without fault is not delivered itself properly or in due time, or if Seppeler Rietbergbehälter is no longer able to perform its service obligations for other causes with means which are acceptable taking into account its own interests and the justified interests of the Customer, which can be identified upon conclusion of the contract, and in particular the agreed consideration.

## VIII. LIMITATION PERIOD

1. The limitation period is
  - 1.1. for claims for repayment of the remuneration from withdrawal or price reduction, one year from delivery of the goods, but for duly notified defects not less than two months from submission of the effective declaration of withdrawal or price reduction;
  - 1.2. for other claims due to material defects or defects of title, one year;
  - 1.3. for other claims for compensation or reimbursement of futile expenses, two years starting from the time when the buyer became aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence. The limitation period comes into effect on expiry of the maximum periods specified in Section 199 BGB.
2. In the event of compensation for damages and expenditure in the following cases, however, the statutory limitation periods shall always apply: Claims arising from product liability; claims due to injury to life, body or the health of the buyer, which are based on a negligent breach of duty or an intentional or negligent breach of duty by one of the legal representatives or vicarious agents of Seppeler Rietbergbehälter; furthermore, claims which are

based on the fact that Seppeler Rietbergbehälter fraudulently concealed the defect or assumed a guarantee for the quality of the item.

3. By repairing the delivered goods, the original guarantee periods are neither inhibited, nor do they start to run afresh.

## IX. DAMAGES

1. Claims for damages due to defects are limited as follows: In case of slightly negligent breach of immaterial contractual obligation, Seppeler Rietbergbehälter is not liable. Liability is excluded for consequential damages, except in case of intent, gross negligence or breach of material contractual obligations. The definition of material contractual obligations is defined below in Section 2. Insofar as Seppeler Rietbergbehälter is liable for consequential damages, its liability is limited to foreseeable damages that are not attributable to extraordinary circumstances.
2. Claims by the buyer for compensation for damages or expenditure, on whatever legal basis, are excluded if the damage is not based on an intentional or grossly negligent breach of duty or on a breach of a material contractual obligation by Seppeler Rietbergbehälter, the legal representatives or vicarious agents of Seppeler Rietbergbehälter. Material contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place, particularly the obligation to deliver the goods being manufactured, if applicable, including the transfer of goods and the procurement of property and ownership to them.
3. The buyer's claims for damages are restricted to foreseeable damage typical of the contract, insofar as Seppeler Rietbergbehälter, the legal representatives or vicarious agents of Seppeler Rietbergbehälter are only guilty of simple negligence.

## X. EXCLUSION OF LIABILITY / LIMITATIONS OF LIABILITY

1. The buyer's claims due to physical injury or harm to health attributable to Seppeler Rietbergbehälter as well as in the event of the buyer's or one of its vicarious agent's loss of life are not limited by the above limitation of liability. The buyer's claims arising from the product liability law and

claims in case of a guarantee awarded by Seppeler Rietbergbehälter or in case of the fraudulent concealment of a defect also remain unaffected.

2. The above exclusion and the limitation of liability pursuant to the above provisions do not apply to claims arising from product liability. Furthermore, they do not apply to damages arising from injury to life, physical injury or harm to health of the buyer, which are based on a negligent breach of duty or an intentional or negligent breach of duty by one of the legal representatives or vicarious agents of Seppeler Rietbergbehälter. They also do not apply insofar as Seppeler Rietbergbehälter has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The burden of proof for facts based on a limitation or an exclusion of liability rests with Seppeler Rietbergbehälter.
3. Seppeler Rietbergbehälter will not assume liability for lost profit and non-material adverse effects. Apart from that, the amount of compensation based on default shall be limited to 0.5 % for each completed week of default and a maximum of 5 %, and based on other breaches of duty to 200 % of the value of the services.

## **XI. RETENTION OF TITLE**

1. Title of the goods that have been delivered remains with Seppeler Rietbergbehälter until full settlement of all claims of Seppeler Rietbergbehälter against the Customer, irrespective of their legal basis, including principal and ancillary claims which will only become due in the future. With an open account, the retention of title applies to the respective balance.
2. Whilst the retention of title exists, the Customer shall grant employees of Seppeler Rietbergbehälter access to the goods subject to retention of title at all times during normal business hours. The Customer is obliged to insure the goods subject to retention of title against theft, damage and destruction, and at Seppeler Rietbergbehälter's request to store the goods separately or isolate them in a suitable manner at its own expense, to mark them clearly visibly as the property of Seppeler Rietbergbehälter and to take all measures necessary to comprehensively safeguard the retention of title. The Customer hereby irrevocably assigns the full amount of the claims arising against the insurance companies to Seppeler Rietbergbehälter by way of security; Seppeler Rietbergbehälter shall accept the assignment.
3. Whilst the retention of title exists, the Customer shall inform Seppeler Rietbergbehälter immediately in writing if a third party asserts claims or rights to the goods subject to retention of title or claims assigned to Seppeler Rietbergbehälter in accordance with the provisions on retention of title, and shall assist Seppeler Rietbergbehälter free of charge in the pursuit of its interests. If a third party acquires rights to the goods subject to retention of title whilst the retention of title exists, the claims of the Customer against the third party with all rights are hereby irrevocably assigned to Seppeler Rietbergbehälter by way of security; Seppeler Rietbergbehälter shall accept the assignment.
4. The Customer may sell the goods subject to retention of title in the ordinary course of business, and only under the condition that the Customer is not in default of payment. The Customer is not entitled to any other disposals (e.g. transfer by way of security, pledging, etc.). The Customer hereby irrevocably assigns the full amount of claims against its buyers to which the Customer is entitled from the sale of the goods subject to retention of title, including all ancillary rights, by way of security to Seppeler Rietbergbehälter. If the Customer includes the claims arising from a sale into a current account relationship with its buyers, it hereby irrevocably assigns the full amount of the current account receivables after netting by way of security to Seppeler Rietbergbehälter. Seppeler Rietbergbehälter shall accept the assignments.
5. The Customer remains entitled to collect the claims assigned to Seppeler Rietbergbehälter on a trust basis on behalf of Seppeler Rietbergbehälter, provided that it is not in delay with its payments. The Customer is not entitled to assign the claims to third parties. The Customer shall record any incoming payments separately and immediately pass them on to Seppeler Rietbergbehälter until the secured claims of Seppeler Rietbergbehälter are fully satisfied. If payment is effected by transfer to the Customer's bank, the Customer herewith irrevocably assigns the claims it is entitled to against its bank to Seppeler Rietbergbehälter. If the Customer receives bills of exchange to settle the claims against third parties, it herewith irrevocably assigns the claims it is entitled to against its bank in case of discounting the bill of exchange to Seppeler Rietbergbehälter.
6. The further treatment and processing of goods shall be carried out on behalf of Seppeler Rietbergbehälter as the manufacturer as defined in § 950 BGB without any obligations arising for Seppeler Rietbergbehälter. If the goods supplied are mixed, blended or combined with other objects in a manner so that the ownership of Seppeler

Rietbergbehälter lapses by virtue of law, then the Customer shall assign its ownership or co-ownership rights to the new object to Seppeler Rietbergbehälter with immediate effect, and shall keep it for Seppeler Rietbergbehälter free of charge and in trust.

7. The Customer shall inquire if necessary to what extent the goods are still under retention. Seppeler Rietbergbehälter is not obligated to quantify the extent of the security interests upon any payments without being requested. If goods which are not fully paid yet are still under retention, Seppeler Rietbergbehälter shall release goods at the Customer's request, to the extent that the invoice value of the goods exceeds the total amount of unsettled receivables by more than 20 % and Seppeler Rietbergbehälter has no rights of separations with regard to the goods. This applies accordingly to the extent that ownership transferred by way of security or the contingent right to goods or the claim for retransfer has been replaced by claims against third parties, which are asserted by Seppeler Rietbergbehälter on its own behalf. Apart from that, Seppeler Rietbergbehälter shall release securities at the Customer's request, to the extent that the market value of the securities exceeds the total amount of the secured receivables by more than 50 % plus value-added tax incurred at the time of utilization.
8. If any not fully paid under retention goods are still in the custody of the Customer and the opening of insolvency proceedings on the Customer's assets is applied for, or the Customer fails to fulfil its obligations owed to Seppeler Rietbergbehälter or third parties without stating a justifying cause, Seppeler Rietbergbehälter may revoke the Customer's right to ownership and demand the surrender of the goods without cancellation of the contract. Seppeler Rietbergbehälter is not entitled to demand surrender if the insolvency administrator decides to perform the contract and the price of the goods has been paid.
9. In case of withdrawal from the contract, in particular for delayed payment of the Customer, Seppeler Rietbergbehälter is entitled to sell the goods in the open market and satisfy its claims from the proceeds. Notwithstanding any other rights which Seppeler Rietbergbehälter is entitled to, the Customer is obligated to reimburse Seppeler Rietbergbehälter for the expenses of contract conclusion, for contract execution so far and dissolution of the contract, as well as the costs for the return of the goods, and pay a user charge of 1 % of the value of the goods for each commenced month since the risk has passed.

## XII. OTHER PROVISIONS

1. To comply with the written form, it is neither required to sign documents with one's own name nor with an electronic signature. Notifications by telex or e-mail comply with the written form as well as other forms of text, without it being required that the end of the statement is particularly identified as such.
2. Seppeler Rietbergbehälter shall process the data about the Customer obtained in connection with the business relationship as defined in the Federal Data Protection Act.
3. Without Seppeler Rietbergbehälter waiving any further rights, the Customer shall indemnify Seppeler Rietbergbehälter without restriction against all claims of third parties which are asserted against Seppeler Rietbergbehälter on the basis of product liability or other provisions, to the extent that the liability is based on circumstances which are established by the Customer or other third parties without the express written consent of Seppeler Rietbergbehälter, such as the presentation of the product. The exemption shall also include in particular the compensation of expenses incurred by Seppeler Rietbergbehälter, and shall be assured by the Customer waiving further preconditions or other defences, in particular waiving compliance with monitoring and recall obligations, and waiving the defence of limitation.
4. Seppeler Rietbergbehälter reserves all property rights, copyrights, other industrial property rights and rights arising from know-how in any illustrations, drawings, calculations or other documents provided by Seppeler Rietbergbehälter in physical or electronic form as well as software. They shall be kept secret from third parties and must be used exclusively for the performance of the respective contract.
5. Notwithstanding any further statutory provisions, the suspension of the limitation period shall also end if the negotiations triggering the suspension are not continued for more than four weeks. Any new start of the limitation period for claims of the Customer shall require the express written confirmation of Seppeler Rietbergbehälter in any case.

## XIII. GENERAL CONTRACTUAL BASES

1. Place of performance, payment and fulfilment of all obligations arising from the legal relationships of Seppeler Rietbergbehälter with the Customer shall be



Rietberg. This provision shall also apply if Seppeler Rietbergbehälter performs services for the Customer at another place, or any services performed are to be restituted. Arrangements on who bears the costs shall not contain any modification of the above-mentioned provision on the place of performance.

2. Contractual and extra-contractual legal relationships with the Customer shall be governed exclusively by German law and the customs prevailing in Rietberg.
  3. All contractual and extra-contractual disputes from or in connection with contracts to which these Terms and Conditions for Sales shall apply, will be finally settled according to the Rules of Arbitration of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS), with the exclusion of the ordinary course of law. The arbitral tribunal shall consist of three arbitrators, and in case of disputes with an amount of dispute of less than € 5,000 of
  4. one arbitrator. The place of the arbitration proceedings shall be Hanover, the language of the proceedings shall be German. However, Seppeler Rietbergbehälter is entitled in the individual case to take action also before the courts having jurisdiction for Rietberg or the state courts at the Customer's place of business or other courts having jurisdiction by virtue of law.
- If any provisions of these Terms and Conditions for Sales should be or become fully or partially invalid, the other provisions shall remain effective. The parties are obligated to replace the invalid provision by a valid provision that comes as close as possible to the economic meaning and purpose of the invalid provision.

This English version of the General Terms and Conditions is not binding and for convenience and information purposes only. In all cases, the German language version shall prevail.