

**General Terms and Conditions
of Sale and Delivery (GTCS)
of ASTORPLAST Klebetechnik GmbH**

1. Scope of application

1.1 The following General Terms and Conditions of Sale and Delivery (hereinafter: GTCS) shall apply to all contracts between ASTORPLAST Klebetechnik GmbH (hereinafter: ASTORPLAST) and its customers (hereinafter: Customer), insofar as the Customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. These GTCS do not apply to consumers within the meaning of § 13 BGB.

1.2 These GTCS apply exclusively. Deviations therefrom shall only be effective if they have been confirmed in writing by ASTORPLAST. Contradictory contractual conditions are hereby expressly rejected.

1.3 The GTCS also apply if ASTORPLAST carries out the delivery to the customer without reservation in the knowledge that the customer's conditions conflict with or deviate from the GTCS.

1.4 Individual agreements made with the Purchaser in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCS. Subject to proof to the contrary, a written contract or the written confirmation of ASTORPLAST shall be authoritative for the content of such agreements.

1.5 Legally relevant declarations and notifications of the Purchaser with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) shall be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

1.6 References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.

2. Conclusion of contract

2.1 ASTORPLAST's offers are always subject to change. The contract shall only be concluded upon the order of the Purchaser and the acceptance of ASTORPLAST.

2.2 ASTORPLAST's offers are based on the legal provisions and standards applicable at the time the offer is submitted. If the Purchaser, within the framework of what is technically feasible and

ASTORPLAST, ASTORPLAST will set out the effects, in particular with regard to additional and reduced costs as well as delivery dates, in an extended offer. The unconditional acceptance of the first (partial) delivery shall also be deemed to be acceptance of the extended offer by the Purchaser.

2.3 The contract with the Ordering Party is concluded subject to correct and timely delivery to ASTORPLAST by its suppliers. This reservation is subject to the condition that a congruent legal transaction has been concluded with the supplier and ASTORPLAST is not responsible for the non-delivery. The Ordering Party shall be informed immediately of the non-availability of the services; ASTORPLAST shall immediately refund the consideration, insofar as it has already been paid.

2.4 The Ordering Party is obligated to inform ASTORPLAST immediately during the initiation of the contract if circumstances arise in its environment that could lead to a termination of the contract initiation. This applies in particular to budget cuts and project discontinuations.

3. Subject of delivery and performance

3.1 ASTORPLAST's deliveries correspond to the content of the contract as recorded in writing. A different or more extensive quality of the delivery item shall only be deemed to have been agreed if it has been expressly confirmed in writing by ASTORPLAST.

3.2 Representations in documentation, product descriptions or advertising by ASTORPLAST do not constitute any agreement as to quality, representations or warranties. Quality specifications and guarantees are to be designated as such and require the written confirmation of ASTORPLAST. Without such written confirmation, advertising or other public statements shall likewise not give rise to any obligations on the part of ASTORPLAST.

3.3 Services and work performances which are not covered by the express service descriptions of the contract shall be agreed and remunerated separately.

3.4 If ASTORPLAST carries out customisation and inscriptions for the Ordering Party, the motifs shall be provided by the Ordering Party in a suitable form. The customer guarantees that the motifs do not infringe the rights of third parties and indemnifies ASTORPLAST against all claims of third parties upon first request. Within the scope of his indemnification obligation, the Purchaser shall also reimburse all expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a claim by a third party.

3.5 If ASTORPLAST provides the Purchaser with sales displays, sales shelves, samples or similar items for sales promotion purposes, the items shall be provided on loan, unless otherwise agreed. The Ordering Party must treat these items with care and with the diligence of a prudent businessman and return them to ASTORPLAST immediately at its own expense and risk upon request by ASTORPLAST. If the items are damaged upon return or if they are not returned or not returned in full, the Ordering Party is obliged to reimburse ASTORPLAST for the replacement value of the items less an appropriate second-hand discount.

4. Delivery and performance time

4.1 Delivery dates and deadlines must be agreed in writing. Delivery periods shall commence at the earliest upon conclusion of the contract. In the event of subsequent amendments to the contract, the previous delivery date shall no longer apply; in this case ASTORPLAST and the Purchaser shall agree on a reasonable new delivery date.

4.2 The observance of agreed dates and deadlines for deliveries shall be subject to the timely receipt of orders and delivery call-offs and all documents, necessary approvals and releases to be provided by the Purchaser.

4.3 If ASTORPLAST is waiting for the cooperation or information of the Ordering Party or is otherwise impeded in the performance of the contract through no fault of its own, the delivery and performance periods shall be deemed extended by the duration of the impediment and by a reasonable start-up period after the end of the impediment. ASTORPLAST must inform the Ordering Party of the impediment in advance.

4.4 The delivery period shall be deemed to have been complied with if the delivery item leaves ASTORPLAST's works in Alfdorf by the expiry of the delivery period or ASTORPLAST has notified the Purchaser that the delivery item is ready for dispatch. This does not apply if delivery at ASTORPLAST's expense was agreed in the contract.

4.5 Partial deliveries are permissible insofar as this is reasonable for the customer.

4.6 If dispatch is delayed in whole or in part at the request or at the instigation of the Ordering Party, the following shall apply: The Ordering Party shall be charged, beginning one week after notification by ASTORPLAST to the Ordering Party or to the appointed carrier that the goods are ready for dispatch, all costs arising from the delay, in particular the costs of storage, but at least 0.5% of the invoice value of the goods to be transported for each month, unless the Ordering Party can prove that the damage was less. This shall also apply insofar as the Ordering Party or

the carrier named by it refuses to agree to dispatch the goods to be transported by a reasonable route other than the agreed route. However, ASTORPLAST is entitled, after setting and fruitless expiry of a reasonable acceptance period, to dispose otherwise of the delivery item and to supply the Ordering Party within a reasonably extended period.

4.7 ASTORPLAST shall only be in default by issuing a reminder. All reminders and setting of deadlines by the Ordering Party must be in writing in order to be effective; any grace periods set must be at least twelve working days.

4.8 If ASTORPLAST is responsible for non-compliance with bindingly agreed deadlines and dates, compensation for delay shall be limited to 0.5% per week, but in total to a maximum of 5% of the invoice value of the deliveries and services affected by the delay. This does not apply in the case of intent and gross negligence. In this case, however, compensation for delay shall be limited to the foreseeable damage typical for the contract.

4.9 If, in addition, the Ordering Party wishes to withdraw from the contract and/or claim damages instead of performance due to non-compliance with binding deadlines and dates, it must first have set ASTORPLAST a reasonable deadline for delivery and threatened the consequence of fruitless expiry together with the setting of the deadline.

4.10 The Purchaser may not refuse to accept deliveries due to insignificant defects.

4.11 If non-compliance with the delivery deadlines is due to force majeure and other disruptions for which ASTORPLAST is not responsible, e.g. war, terrorist attacks, import and export restrictions, industrial disputes, including those affecting suppliers, the agreed delivery deadlines shall be extended accordingly. Disruptions for which ASTORPLAST is not responsible within the meaning of the preceding sentence also include (temporary) plant closures as a result of official orders or general decrees, in particular due to pandemics or the Infection Protection Act, as well as operational hindrances or production stoppages due to pandemics or comparable circumstances.

5 Transfer of risk

5.1 The risk shall pass to the Ordering Party when ASTORPLAST has dispatched the goods or when the goods have been collected. At the request and expense of the Ordering Party, ASTORPLAST shall insure the deliveries against the usual transport risks.

5.2 If the delivery is delayed for reasons for which the Purchaser is responsible or if the Purchaser is in default of acceptance for other reasons, the risk shall

pass to the Purchaser upon the occurrence of the default of acceptance.

6. Terms of payment

6.1 The agreed prices are ex works plus the applicable statutory VAT, excluding packaging and insurance. ASTORPLAST is not obliged to take back packaging material.

6.2 ASTORPLAST reserves the right, after due notice to the Ordering Party and before delivery of the goods, to increase the price of the goods as required by general external price increases outside ASTORPLAST's control (such as exchange rate fluctuations, currency regulations, changes in customs rates, significant increases in material or manufacturing costs) and ASTORPLAST undertakes to reduce the price if external costs (such as customs duties) are reduced or eliminated.

6.3 Unless otherwise agreed in writing, the Ordering Party shall pay within 30 days of the invoice date without any deductions. ASTORPLAST may, however, also make delivery dependent on payment concurrently or an advance payment, e.g. if there is no business relationship with the Ordering Party yet, or if the delivery is made abroad or if there are reasons to doubt the punctual payment by the Ordering Party.

6.4 The invoice shall be issued with each individual delivery or service. No discount shall be granted. If the payment deadline is exceeded, ASTORPLAST is entitled to demand interest on arrears in the amount of 8% above the base interest rate. ASTORPLAST reserves the right to claim further damages. ASTORPLAST's claim to the commercial due date interest rate (§ 353 HGB) vis-à-vis merchants remains unaffected.

6.5 The customer shall only be entitled to withhold payments or to offset them against counterclaims to the extent that his counterclaims are undisputed or have been legally established. He may not assign his claims to third parties.

7. Warranty

7.1 ASTORPLAST warrants the contractual quality (cf. section 3.1) in accordance with the rules of the law on sales, unless otherwise agreed. ASTORPLAST is entitled to make technical changes and improvements at any time. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to §§ 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the purchaser or another entrepreneur, e.g. by installation in another product.

7.2 Claims for material defects shall not exist in the case of only insignificant deviations from the agreed quality or in the case of only insignificant impairment of usability, in particular in the case of insignificant deviations in size, weight, strength, colour or design.

7.3 Size tolerances of up to +/- 1% compared to the agreed sizes are permissible for the delivery of technical pressure-sensitive adhesive tapes and do not constitute a material defect within the meaning of § 434 BGB. When ordering technical adhesive tapes, the permissible size tolerance is +/- 2 mm.

7.4 ASTORPLAST can support the Ordering Party in the search for the fault in the event of alleged warranty claims. If the fault cannot be proven to be attributable to ASTORPLAST, ASTORPLAST shall invoice the Ordering Party for these services.

7.5 If the delivered item is defective, ASTORPLAST may initially choose whether ASTORPLAST shall provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). ASTORPLAST's right to refuse subsequent performance under the statutory conditions remains unaffected. ASTORPLAST is entitled to make the supplementary performance owed dependent on the Purchaser paying the purchase price due. However, the Ordering Party is entitled to retain an appropriate part of the purchase price in relation to the defect. ASTORPLAST shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, removal and installation costs, in accordance with the statutory provisions if a defect is actually present. Otherwise, ASTORPLAST can demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the Buyer. ASTORPLAST shall not be liable for additional expenses incurred due to the fact that the item has been taken to a place other than the original place of delivery; unless ASTORPLAST knew that this was in accordance with the intended use.

7.6 If the supplementary performance has failed or a reasonable deadline to be set by the Purchaser for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Purchaser may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

7.7 Claims for damages and reimbursement of futile expenses shall be governed by the provisions of clause 9 of these GTCS.

7.8 The provisions of this Clause 7 shall apply mutatis mutandis to defects of title which are not based on the infringement of third party property rights.

8. Knowledge, duty to examine and duty to give notice of defects

8.1 ASTORPLAST is in principle not liable for defects of which the Ordering Party is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB).

8.2 Furthermore, the Purchaser's claims based on defects shall be subject to the condition that the Purchaser has complied with its statutory obligations to inspect the goods and to give notice of defects (§§ 377, 381 HGB). If a defect becomes apparent upon delivery, inspection or at any later point in time, ASTORPLAST must be notified thereof in writing without delay. In any case, obvious defects must be reported in writing within 3 working days of delivery and defects that are not recognisable during the inspection must be reported within the same period of time after discovery. If the Purchaser fails to duly inspect the goods and/or notify ASTORPLAST of defects, ASTORPLAST's liability for the defect not notified or not notified in due time or not notified in due form shall be excluded in accordance with the statutory provisions.

9 Liability of ASTORPLAST in other respects

9.1 Unless otherwise provided in these GTCS including the following provisions, ASTORPLAST shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

9.2 ASTORPLAST shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, ASTORPLAST shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only (a) for damages arising from injury to life, body or health and (b) for damages arising from the breach of a material contractual obligation (obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, ASTORPLAST's liability shall be limited to compensation for the foreseeable, typically occurring damage.

9.3 The limitations of liability resulting from clause 9.2 also apply to third parties as well as to breaches of duty by persons (also in their favour) whose fault ASTORPLAST is responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for

claims of the Purchaser under the Product Liability Act.

9.4 The Ordering Party may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if ASTORPLAST is responsible for the breach of duty. A free right of termination of the Ordering Party (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

10. Statute of limitations

10.1 Notwithstanding § 438 para. 1 no. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

10.2 The above limitation period under the law on sales shall also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect in the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. The Purchaser's claims for damages pursuant to Clause 9.2 sentence 1 and Clause 9.2 sentence 2 lit. a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

11. Retention of title

11.1 Until full payment of all present and future claims of ASTORPLAST arising from the purchase contract and an ongoing business relationship (secured claims), ASTORPLAST retains title to the goods sold.

11.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Ordering Party must inform ASTORPLAST immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to ASTORPLAST.

11.3 In the event of a breach of contract by the Buyer, in particular in the event of non-payment of the purchase price due, ASTORPLAST is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; ASTORPLAST is rather entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the Buyer does not pay the purchase price due, ASTORPLAST may only assert these rights if ASTORPLAST has first unsuccessfully set the Buyer

a reasonable deadline for payment or if setting such a deadline is dispensable under the statutory provisions.

11.4 Until revoked in accordance with clause 11.4.3 below, the Purchaser 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 in addition.

11.4.1 The retention of title extends to the products resulting from the processing, mixing or combination of ASTORPLAST's goods at their full value, whereby ASTORPLAST is deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, the latter's right of ownership remains, ASTORPLAST acquires 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 to the goods delivered under retention of title.

11.4.2 The Buyer hereby assigns to ASTORPLAST by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of ASTORPLAST's co-ownership share, if any, in accordance with the preceding paragraph. ASTORPLAST accepts the assignment. The obligations of the Buyer set out in Clause 11.2 also apply in respect of the assigned claims.

11.4.3 The Buyer remains authorised to collect the claim in addition to ASTORPLAST. ASTORPLAST undertakes not to collect the claim as long as the Buyer meets his payment obligations towards ASTORPLAST, there is no deficiency in his ability to pay and ASTORPLAST does not assert the retention of title by exercising a right pursuant to section 11.3. If this is the case, however, ASTORPLAST may demand that the customer informs ASTORPLAST of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case ASTORPLAST is entitled to revoke the authorisation of the orderer to further sell and process the goods subject to retention of title.

11.5 If the realisable value of the securities exceeds ASTORPLAST's claims by more than 10%, ASTORPLAST shall release securities of ASTORPLAST's choice at the Buyer's request.

12. Property Rights

12.1 Documents, samples, proposals, documentation, etc. provided by ASTORPLAST to the Ordering Party are the intellectual property of ASTORPLAST and may not be reproduced and/or made accessible to third parties. If no contract is concluded or a contract is terminated, they shall be returned or deleted and may no longer be used.

12.2 All rights to the product, in particular the comprehensive copyright with all powers to all items, documents and information provided by ASTORPLAST to the Purchaser within the scope of the initiation and performance of the contract, shall be exclusively vested in ASTORPLAST in relation to the Purchaser, even if these have arisen as a result of the Purchaser's specifications or cooperation. This expressly also applies to protectable inventions which have arisen within the scope of the legal relationship with ASTORPLAST. The copyright also extends to the documentation supplied with the product.

13. Third party rights

13.1 ASTORPLAST warrants that the product is not subject to any third party rights.

13.2 If a third party asserts justified claims against the Ordering Party due to the infringement of an industrial property right or copyright within the meaning of Clause 12 (hereinafter: "Property Rights") by products supplied by ASTORPLAST and used in accordance with the contract, ASTORPLAST shall be liable to the Ordering Party as follows:

13.2.1 ASTORPLAST shall, at its option and expense, either obtain a right to use the product, modify the product in such a way that the property right is not infringed or replace the product. If ASTORPLAST is unable to do so on reasonable terms, it shall take back the product against reimbursement of the purchase price.

13.2.2 ASTORPLAST's aforementioned obligations shall only exist if the Buyer immediately notifies ASTORPLAST in writing of the claims asserted by third parties, does not acknowledge an infringement and ASTORPLAST reserves the right to all defensive measures and settlement negotiations. If the Purchaser discontinues the use of the product in order to mitigate damages or for other important reasons, he must point out to the third party that the discontinuation of use does not constitute an acknowledgement of an infringement of property rights. Insofar as the purchaser is responsible for the infringement of the property right, his claims are excluded.

13.3 Claims of the Purchaser are also excluded if the infringement of the IPR is caused by special specifications of the Purchaser (e.g. motifs provided by the Purchaser), by an application not foreseeable by ASTORPLAST or by the fact that the product is modified by the Purchaser or used together with products not supplied by ASTORPLAST.

13.4 Further claims against the Supplier are excluded; however, Clause 9 (Liability of ASTORPLAST in other respects) remains unaffected, as does the right of the Purchaser to withdraw from the contract.

13.5 The contracting parties shall inform each other without delay of any risks of infringement and alleged cases of infringement that become known and shall give each other the opportunity to counteract corresponding claims by mutual agreement.

14. Final provisions

14.1 ASTORPLAST and the Ordering Party agree to seek a mutually agreeable solution when asserting rights; in doing so, they will take into account the respective special situation of the contractual partner.

14.2 Should any provision of these GTC and the agreements made be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall be obliged to replace the invalid provision by a provision which comes as close as possible to it in terms of economic success.

14.3 The place of jurisdiction for all disputes arising from and in connection with this contract shall be Stuttgart or, at the discretion of ASTORPLAST, the registered office of the place of business that executes the order, provided that the Purchaser is an entrepreneur, a legal entity under public law or a special fund under public law. This shall also apply if the customer relocates its registered office outside Germany after conclusion of the contract.

14.4 German law shall apply exclusively, to the exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).