

TER HELL PLASTIC GMBH

TER HELL PLASTIC PE-DISTRIBUTION GMBH

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Unless otherwise agreed in an individual contract, the following shall apply:

1. Scope of application, deviating agreements

- 1.1 The following General Terms and Conditions of Sale and Delivery ("**GTC**") shall apply to all purchase and delivery contracts concluded by us with our customers (hereinafter "**Buyer**"), including any ancillary agreements, provided that the Buyer is an entrepreneur and concludes the contract in the exercise of his commercial or self-employed professional activity within the meaning of § 14 of the German Civil Code ("**BGB**"). They shall apply accordingly to contract orders (*Lohnaufträge*) of the Buyer accepted by us.
- 1.2 Deviating conditions of the Buyer that are not expressly accepted shall not apply.
- 1.3 In the case of ongoing business relations, these GTC shall also apply without express agreement to all future transactions between the parties and even if we render our services without reservation in the knowledge of conflicting terms and conditions of the Buyer or terms and conditions of the Buyer that deviate from our GTC.

2. Conclusion of contract

- 2.1 Our offers, including the sales prices stated in our price lists, are not binding unless expressly designated as binding. This also applies if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, computations, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.
- 2.2 Verbal or written orders constitute a binding offer of contract by the Buyer. Unless expressly stated otherwise in the order, the Buyer shall be bound by his offer of contract for 14 days.
- 2.3 The contract is concluded by our express acceptance (e.g. in the form of an order confirmation) or by delivery of the ordered goods by us.

3. Prices, terms of payment, prohibition of set-off and retention

- 3.1 Delivery shall be made on the basis of the prices valid at the time of conclusion of the contract. Unless otherwise agreed, prices are net prices in Euro "**EXW**" - Ex Works / Ex Works / Warehouse (INCOTERMS 2020) of the respective factory or respective warehouse without packaging plus the statutory value added tax as well as any other taxes and duties incurred for the execution of the order.



- 3.2 If, after the conclusion of the contract, the circumstances relevant for the determination of the prices, in particular the costs for the procurement and/or manufacture of the goods, including the costs incurred by our supplier and passed on to us, or the costs of the materials, raw materials and energy required for the procurement and/or manufacture of the goods, including the costs incurred by our supplier and passed on to us, the costs of transporting the goods and the costs of transporting the materials and raw materials required for their manufacture as well as the public levies to be borne by us, change in a way which was neither foreseeable for us at the time of the conclusion of the contract nor for which we are responsible, we reserve the right to adjust our prices at our reasonable discretion in the same proportion. An increase in prices shall only be considered if the increase in the respective cost type is not fully or partially offset by possibly declining other costs in other areas on which the prices for the goods are based. In case the aforementioned circumstances result in a reduction in costs, we will reduce our prices in relation to the Buyer in the same proportion. In exercising our reasonable discretion, we will choose the respective times of price adjustments in such a way that price reductions are not accounted for according to standards that are less favourable for the Buyer than price increases, i.e. price reductions will have at least the same effect on prices as price increases. Cost increases or cost reductions shall be proven to the Buyer upon request. The same applies to the equity of the newly determined price of the goods concerned. In the event of a price increase of more than 15% since the conclusion of the contract, the Buyer has the right to withdraw from the contract.
- 3.3 Unloading, discharging and other costs, which are charged in addition to the freight, are to be paid by the Buyer even in the case of carriage paid delivery.
- 3.4 Unless the parties agree otherwise in writing, all invoices for deliveries (or other services) shall be paid within 30 days as of the invoice date without deductions. The receipt of the money by us is decisive for the timeliness of the payment. Upon unsuccessful expiry of this period, the Buyer shall be in default of payment.
- 3.5 In the event of default in payment on part of the Buyer, we demand interest in the amount of 9 percentage points above the current base interest rate of the European Central Bank p.a. We reserve the right to assert a higher damage caused by the default.
- 3.6 Our claims shall become due immediately if contractual agreements have been seriously violated by the Buyer for which the Buyer is responsible. In this case, we are entitled to execute or provide outstanding deliveries or services only against advance payments or provisions of security. The same shall apply in the event of default of payment by the Buyer or if there are reasonable doubts about the Buyer's capacity to pay or creditworthiness.
- 3.7 The Buyer must raise objections to our invoices no later than two weeks after receipt of the invoice. If the Buyer fails to notify us in due time, the invoice in question shall be deemed approved. We are obliged to make special reference to this effect in our invoices.
- 3.8 Offsetting with counterclaims of the Buyer or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed, ready for a decision or legally established. This does not apply to counterclaims of the Buyer which are in a reciprocal relationship to our main performance and concern the contractual core scope. The Buyer is



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only entitled to assert rights of retention on the basis of counterclaims from the same contractual relationship.

4. Delivery, transfer of risk, consequences of default in delivery, impossibility and default in acceptance

- 4.1 Unless expressly agreed otherwise between the parties, deliveries of the goods shall be made "EXW" - Ex Works / Ex Works / Warehouse (INCOTERMS 2020) of the respective factory or respective warehouse. This also applies to the transfer of risk with regard to the goods to be delivered.
- 4.2 If the parties have agreed on a sales shipment (*Versendungskauf*), we shall be entitled to ship the goods to be delivered from a place other than the place of performance. Upon request of the Buyer, we shall cover the delivery by transport insurance; the Buyer shall bear the respective incurred costs incurred.
- 4.3 Subject to different individual agreements between us and the Buyer, we are entitled to make customary partial deliveries and partial performances only to a reasonable extent and only if,
- (a) the partial delivery or service is usable for the Buyer within the scope of the intended purpose,
 - (b) the delivery of the remaining ordered goods is ensured and
 - (c) the Buyer does not incur any significant additional work or costs as a result (unless the seller agrees to bear such costs).

This does not apply to customary deviations in quantity, which are permissible without restrictions and are invoiced according to the quantity actually delivered. This encompasses deliveries of goods that deviate by up to +/- 5 % from the agreed weight or volume.

- 4.4 Insofar as colouring, reworking or compounding is to be carried out by us, quantity deviations of up to +/- 15 % are permissible. The goods shall be invoiced according to the quantity actually delivered.
- 4.5 Delivery periods and dates are agreed individually and are expressly stated by us at acceptance of the order. The delivery periods and dates stated by us are only estimates unless they have been expressly agreed as binding. Fixed deadlines or fixed dates shall be specially marked as such with a corresponding addition.
- 4.6 A delivery period agreed between the parties shall commence on the date of acceptance of the order within the meaning of Clause 2.2 and presupposes the clarification of all technical issues as well as the timely provision of all services to be rendered by the Buyer - in particular documents, necessary permits and releases to be provided - as well as other obligations by the Buyer.
- 4.7 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer is required. The statutory right of



the Buyer to withdraw from the contract upon unsuccessful expiration of a reasonable deadline for performance or subsequent performance set by the Buyer remains unaffected.

- 4.8 However, the damage caused by delay to be compensated by us shall be a lump sum. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of the delay, but in total not more than 10% of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has not suffered any damage at all or that the damage is significantly less than the aforementioned lump sum.
- 4.9 If we are unable to comply with binding delivery periods or delivery dates for reasons for which we are not responsible ("**Non-Availability of Performance**"), we shall inform the Buyer of this without delay and at the same time notify the Buyer of the expected new delivery period or delivery date. If the ordered goods are also not available within the new delivery period or by the new delivery date, we shall be entitled to withdraw from the contract in whole or in part; in this case we shall immediately refund any consideration already rendered by the Buyer. A case of Non-Availability of Performance in this sense shall be deemed to be, in particular, the failure of our supplier to deliver on time, if we have concluded a congruent cover transaction, if neither we nor the supplier are at fault or if we are not obliged to procure in the individual case.
- 4.10 If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. return delivery, demurrage, storage, new delivery or disposal costs). Further claims on our part shall remain unaffected. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of default of acceptance or other breach of duties to cooperate.
- 4.11 If there is a delay in acceptance of a partial delivery by the Buyer for reasons for which the Buyer is responsible, withdrawal from the contract and damages instead of performance may be exercised at our discretion on account of individual deliveries or on account of the entire delivery. However, we may also send the due quantities to the Buyer at his expense and risk or store them and invoice them as delivered including all costs incurred.

5. Force majeure

- 5.1 In cases of force majeure or other events unforeseeable at the time of conclusion of the contract which we were unable to avert despite exercising reasonable care in the circumstances of the individual case, irrespective of whether they occurred on our part or those of our suppliers or subcontractors (reservation of self-supply), e.g. terrorist acts, war, natural disasters, epidemics, pandemics, operational disruptions and/or interruptions, lawful strikes, lockouts or official orders, shortages of operating materials, raw materials and/or energy, including delivery shortage, performance disruptions, supply disruptions at raw material suppliers and/or sub-suppliers of ours, as well as traffic and shipping disruptions, transport shortage and disproportionately increased transport costs, these delivery periods/dates shall be extended by the duration of the hindrance and a reasonable starting period. We will inform the Buyer immediately of the non-availability of the performance. If such a disruption leads to a delay in performance of more than four months, both parties



may withdraw from the contract. If, as a result of the aforementioned circumstances, delivery becomes impossible or unreasonable for reasons for which we are not responsible, we shall be entitled to withdraw from the contract in whole or in part on account of the part not yet fulfilled. In the aforementioned cases of withdrawal, the Buyer shall not be obliged to render counter-performance; the Buyer shall not be entitled to any claims for damages against us as a result. Any statutory rights of withdrawal shall remain unaffected. The cases of force majeure expressly include the currently existing and ongoing Corona pandemic including the resulting consequences for the national and international trade of goods.

- 5.2 Cases of force majeure within the meaning of Clause 5.1 shall also include foreign exchange-related purchasing hindrances. As far as legally possible, this also applies if they already existed in any form at the time of the conclusion of the contract. Insofar as the purchased goods are imported goods, the contract prices are based on the exchange rates valid on the day of the conclusion of the transaction.

6. Defects, warranty, inspection and notification obligations

- 6.1 We provide a warranty for the goods delivered by us solely in accordance with the agreement reached individually between the parties regarding the condition and the presumed use of the goods (including accessories and instructions). Objective and/or subjective requirements for the goods which go beyond this agreement are excluded.

We do not assume any guarantees unless they have been expressly agreed.

- 6.2 Information and advice on technical application questions etc. are always provided without obligation and without assumption of liability.
- 6.3 The production and trade of plastic waste (regrind or regenerated goods) as well as non-type-appropriate goods (NT goods) is associated with a certain risk due to possible admixtures of foreign substances, which can occur despite the utmost care and is also reflected in the low price. The Buyer is aware of this risk if he buys regrind, NT goods or regenerated goods instead of original goods. Unless otherwise agreed in writing, we therefore do not warrant that the goods are suitable for a particular purpose.
- 6.4 The Buyer must carefully inspect the delivered goods immediately after arrival at the place of destination, even if samples or specimens were previously provided. Obvious defects must be expressly notified to us immediately, at the latest seven (7) business days after delivery. Hidden defects must be expressly notified to us immediately, at the latest seven (7) business days after discovery. If the defect was already detectable to the Buyer at an earlier point in time during normal use, this earlier point in time shall be decisive for the start of the notification period.
- 6.5 If we consider this to be necessary for reasonable reasons, we may demand that the Buyer carries out a trial processing in order to carry out the examination of the goods in accordance with Clause 6.4.
- 6.6 At our request, the objected goods shall be returned to us carriage paid. In the event of a justified complaint, we shall reimburse the costs of the most cost-effective shipping route;



this shall not apply if the costs increase because the goods are located at a place other than the place of intended use.

- 6.7 If the delivered goods are defective, the Buyer shall be entitled to rectification of the defect or delivery of a defect-free item ("**Subsequent Performance**") at our discretion if the defect is notified in time. If the type of Subsequent Performance chosen by us is unreasonable for the Buyer in the individual case, the Buyer may reject it. Our right to refuse Subsequent Performance under the statutory conditions remains unaffected.
- 6.8 We are entitled to make the Subsequent Performance owed dependent on the Buyer paying the due purchase price. However, the Buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- 6.9 Subsequent Performance shall take place at the place of the original delivery; it shall be deemed to have failed after two unsuccessful attempts at the earliest. In the event of failure of the Subsequent Performance, the Buyer shall be entitled to demand, at his discretion, a reduction of the remuneration (reduction) or rescission of the contract (withdrawal). In case of insignificant defects, the Buyer shall not be entitled to withdraw from the contract.
- 6.10 We shall bear the expenses necessary for the purpose of Subsequent Performance, in particular transport, travel, labour and material costs, if there is actually a defect. Otherwise, we may demand reimbursement from the Buyer of the costs arising from the unjustified request to remedy the defect if the Buyer knew or negligently did not know that there was actually no defect. Subsequent Performance does not include the deinstallation of the defective item or the re-installation if we were not originally obliged to install it.
- 6.11 The warranty period shall be one year from delivery or, if acceptance is required, from acceptance. The five-year limitation period for buildings and items which are used for a building in accordance with their normal use shall remain in force. The statutory limitation periods in cases of fraudulent non-disclosure as well as claims of a delivery recourse according to §§ 478, 479 BGB remain unaffected.
- 6.12 The Buyer shall only be entitled to claims for damages due to defects insofar as our liability is not excluded or limited in accordance with Clause 6. Further claims or claims other than those regulated in this Clause 6 due to a defect are excluded.

7. Liability, limitation

- 7.1 We shall only be liable for gross negligence and intent as well as in the event of a breach of material contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Buyer may generally rely ("**Cardinal Obligation**").
- 7.2 In the event of a slightly negligent breach of a cardinal obligation, our liability shall be limited to damages foreseeable at the time of conclusion of the contract and typical for the contract. We shall not be liable in the event of a slightly negligent breach of contractual obligations that are not Cardinal Obligations.
- 7.3 Insofar as our liability is limited or excluded, this shall also apply to the liability of our employees, representatives or vicarious agents.



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- 7.4 The aforementioned limitations or exclusions of liability shall not apply in the event of fraudulent non-disclosure of defects, the assumption of a guarantee or a procurement risk, for liability based on the Product Liability Act and for bodily injury (injury to life, body or health). This does not imply a change in the burden of proof to the detriment of the Buyer.
- 7.5 With the exception of claims in tort, claims for damages by the Buyer for which liability is limited under this provision shall become statute-barred one year after the statutory commencement of the limitation period.
- 8. Additional conditions for contract orders**
- 8.1 If the Buyer (hereinafter also referred to as "**Principal**") commissions us to manufacture or process and, if applicable, package certain goods (hereinafter referred to as "**Contractual Products**") in accordance with a specification provided by him and if he provides us with the necessary raw materials, semi-finished products (hereinafter together referred to as "**Raw Material(s)**") and, if applicable, packaging materials for this purpose, the Principal shall ensure that the Raw Materials as well as the packaging materials are provided in good time, in sufficient quantity and in accordance with the specifications. If the Principal is in default with the provision of the Raw Materials, we shall not be obliged to manufacture the Contractual Products and/or to pack them during the period of default.
- 8.2 Unless otherwise expressly agreed between the parties, the Principal shall carry out an outgoing goods inspection for the provided Raw Materials. The outgoing goods inspection shall be governed by the applicable legal provisions and the quality controls agreed between the parties.
- 8.3 We are only obliged to use and process the provided Raw Material if the Principal expressly confirms to us that the Raw Material complies with the specifications and is suitable for the manufacture of the Contractual Products. If an incoming goods inspection carried out by us shows that the provided Raw Material is defective, we are entitled to reject it. In this case, the Principal shall be obliged to make a replacement delivery. We are not obliged to manufacture the Contractual Products during this period.
- 8.4 The Principal shall be liable in accordance with the statutory provisions for any damage incurred by us as a result of the Principal not fulfilling his obligations under this Clause 8. This applies in particular, but not exclusively, to the provision of Raw Material that does not comply with the specification and/or contains foreign bodies and/or foreign matter.
- 9. Enclosures, packaging**
- 9.1 If enclosures for the storage and transport of goods are provided to the Buyer on loan, the Buyer shall be obliged to return and make available the provided enclosures to the agreed place of delivery in accordance with Clause 4.1 as soon as possible, but no later than four (4) weeks after the time of delivery in accordance with Clause 4.1, at his own expense, properly cleaned and without damage. We may charge an additional fee for cleaning to the extent that such cleaning is reasonable and necessary in our reasonable opinion in order to be able to use the enclosures properly again.



- 9.2 The Buyer shall bear the risk of loss of or damage to the enclosures in his possession or under his control during the lending period in accordance with Clause 9.1, also if these have been provided or handed over to a third party named by him. This shall also apply if the Buyer has not returned the enclosures to us in accordance with Clause 9.1 despite the expiry of the lending period. Loss or damage must be reported immediately. The Buyer shall bear the costs arising from the delayed return of the enclosures, their loss and/or damage.
- 9.3 Unless expressly agreed otherwise between the parties, the relevant provisions of the German Packaging Act ("**VerpackG**") in the version applicable at the time of the conclusion of the contract shall apply with regard to the return of packaging that is not provided on loan. The Buyer expressly assures us of compliance with and implementation of the obligations and measures provided for in the VerpackG. He may only reuse disposable containers and packaging in business transactions after making our company logo and/or trademark unrecognisable.
- 10. Retention of title**
- 10.1 The following retention of title serves to secure all of our respective existing current and future claims against the Buyer arising from the ongoing business relationship existing between the contracting parties, including all balance claims from account current (hereinafter "**Secured Claims**").
- 10.2 All goods delivered by us remain our property until full payment of all Secured Claims. The goods as well as the goods covered by the retention of title taking their place in accordance with the following provisions are hereinafter referred to as "**Reserved Goods**".
- 10.3 Any processing of the Reserved Goods shall always be carried out on our behalf and for us as manufacturer within the meaning of § 950 BGB without obligating us. Processed goods shall be deemed to be Reserved Goods in accordance with Clause 10.2. We already now offer the Buyer the granting of an expectant right (*Anwartschaftsrecht*) to the new items created by processing, combining or mixing or to our co-ownership shares in these new items. The Buyer accepts this offer.
- 10.4 In the event of processing, combining and mixing of Reserved Goods by the Buyer with goods of other origin to form a new item or a mixed stock, we shall be entitled to co-ownership thereof in the ratio of the value of the Reserved Goods (final invoice amount including VAT) at the time of delivery to the value of the other processed, mixed or combined goods (final invoice amount including VAT) at the time of processing, combining or mixing. The co-ownership share shall be deemed to be Reserved Goods pursuant to Clause 10.2. In the event that no such acquisition of ownership should occur on our part, the Buyer hereby assigns to us by way of security his future ownership or - in the above-mentioned ratio - his co-ownership of the newly created item or of the mixed stock. We accept this transfer.
- 10.5 If the Reserved Goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item within the meaning of § 947 BGB, the Buyer hereby assigns to us, insofar as the main item belongs to him, pro rata co-ownership of the uniform item in the ratio of the value of the Reserved Goods (final invoice amount including VAT) at the time of delivery to the value of the main



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item (final invoice amount including VAT). We accept this transfer. The co-ownership share shall be deemed to be Reserved Goods pursuant to Clause 10.2.

- 10.6 The Buyer shall store the Reserved Goods for us free of charge. The Reserved Goods may neither be pledged to third parties nor assigned as security before full payment of the Secured Claims.
- 10.7 The Buyer is obliged to treat the Reserved Goods with care and to protect them from unauthorised access by third parties. In particular, he is obliged to sufficiently insure the Reserved Goods at his own expense against fire, water and theft damage at original value.
- 10.8 In the event of seizure, confiscation or other dispositions or access by third parties to the Reserved Goods, the Buyer undertakes to immediately indicate our ownership and to inform us of this in writing in order to enable us to enforce our ownership rights, in particular by bringing an action in accordance with § 771 of the German Code of Civil Procedure (ZPO). The Buyer shall bear all court and out-of-court costs that have to be incurred to reverse the seizure and to retrieve the Reserved Goods, insofar as they cannot be recovered from third parties.
- 10.9 The Buyer is entitled to sell the delivered Reserved Goods in the ordinary course of business if it is ensured that his claims from the resale are transferred to us in accordance with Clauses 10.10 to 10.12.
- 10.10 In the event of resale of the Reserved Goods, the Buyer hereby assigns to us by way of security the resulting claim against the purchaser as well as those claims which take the place of the Reserved Goods or otherwise arise with regard to the Reserved Goods, such as insurance claims or claims in tort in the event of loss or destruction, including all balance claims from the account current. We accept this assignment.
- 10.11 If the Buyer sells the Reserved Goods together with other goods not supplied by us, the assignment of the claim from the resale shall only apply in the amount of the value of our Reserved Goods (final invoice amount including VAT) at the time of delivery. In the event of the sale of goods in which we have co-ownership pursuant to Clauses 10.4 or 10.5, the assignment of the claim shall apply in the amount of this co-ownership share.
- 10.12 If there is an account current relationship between the Buyer and his customer in accordance with § 355 of the German Commercial Code ("**HGB**"), the claim assigned to us by the Buyer in advance shall also relate to the accepted balance and, in the event of the customer's insolvency, to the then existing "causal" balance.
- 10.13 The Buyer is revocably authorised to collect the claims from the resale in accordance with Clauses 10.10 to 10.11. We are only entitled to revoke the collection authorisation in accordance with Clause 10.14.
- 10.14 If the Buyer fails to fulfil his obligations under this contract with us, in particular if he is in default of payment, then
- we may prohibit the resale and processing of the Reserved Goods as well as their mixing or combination with other goods;



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- we may withdraw from the contract in accordance with the general withdrawal rules of § 323 BGB; in the event of withdrawal, the Buyer's right to possession of the Reserved Goods shall lapse and we may demand the release of the Reserved Goods; we are entitled, upon coordination with the Buyer, to enter the Buyer's premises and to take possession of the Reserved Goods subject to retention of title at the Buyer's expense and, without prejudice to the Buyer's payment and other obligations, to realise them in the best possible way by freehand sale or by way of auction; we shall credit the proceeds of realisation against the Buyer's liabilities after deduction of any costs incurred; we shall pay him any surplus;
- the Buyer shall inform us on request of the names of the debtors of the claims assigned to us so that we can disclose the assignment and collect the claims; all proceeds due to us from assignments shall be forwarded to us in each case immediately after receipt if and as soon as claims on our part against the Buyer are due;
- we are entitled to revoke the collection authorisation granted.

10.15 If the realisable value of the securities existing for us exceeds our claims by a total of more than 10%, we shall release securities of our choice upon the Buyer's request.

11. Place of performance, applicable law and place of jurisdiction

- 11.1 Unless otherwise agreed, the place of performance for all delivery and payment obligations is our registered office.
- 11.2 German law shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 11.3 If the Buyer is a merchant within the meaning of § 1 HGB, a legal entity under public law or a special fund under public law, or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the seller and the Buyer shall be the seller's place of business or the Buyer's place of business, at the seller's discretion. In such cases, however, the seller's place of business shall be the exclusive place of jurisdiction for actions against the seller. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

12. Secrecy, advertising

- 12.1 The Buyer is obliged to treat all non-obvious, commercial and technical details that become known to him through the business relationship with us, as well as the business relationship as such, as a business secret and to maintain secrecy about them. This confidentiality obligation shall remain in force for a period of five (5) years after termination of the contract. The confidentiality obligation shall not apply to such details which (i) are or become generally known without breach of law, (ii) are already known to the Buyer at the time of conclusion of the contract or (iii) are disclosed to him by third parties without breach of a confidentiality obligation.
- 12.2 The Buyer may only advertise the business relationship with us and use it for reference purposes with our express prior consent.



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13. Third party property rights

If deliveries are made according to drawings or other information provided by the Buyer and this infringes the property rights of third parties, the Buyer shall indemnify us against all claims of third parties; in this case we shall not be obliged to fulfil the contract, but shall be entitled to demand reimbursement of the costs incurred to date for the performance of the contract.

14. Trademarks and other layouts

- 14.1 Goods supplied by us in packages already intended for end consumers may only be resold with an unchanged trademark or in an unchanged other layout within the meaning of § 3 para. 1 German Trademark Act (MarkenG), including colours and colour combinations, irrespective of whether they are our own trademarks or other layouts or trademarks or other layouts of our supplier.
- 14.2 Goods which are filled from our means of transport or are delivered in our means of transport from the outset may only be distributed in resale with our express written consent under our trademark or other layout or under the trademark or other layout of our pre-supplier. The Buyer must impose a corresponding obligation on his customers, insofar as these are resellers.

15. Final provisions

- 15.1 The contract concluded between the parties, including these GTC, fully reflects all agreements between the parties regarding its subject matter at the time of conclusion of the contract. Any oral or written agreements or conditions made prior to the conclusion of this contract as well as any other pre-contractual correspondence and proposals shall be superseded by the contract unless it is expressly stated in each case that they shall continue to be binding.
- 15.2 The parties agree that they shall record any amendments and/or supplements to the concluded contract including these GTC in writing for better comprehensibility and documentation.
- 15.3 Transactions with entrepreneurs shall be treated in the same way as transactions with legal entities under public law and special funds under public law.
- 15.4 Should any provision of these GTC be or become invalid in whole or in part, the parties shall jointly agree on a new provision which shall replace the provision which is invalid in whole or in part. The same applies to unintended gaps.

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