RET Reckelberg Environmental Technologies GmbH General Terms and Conditions

A. General Provisions

I. General provisions and scope

1. Our General Terms and Conditions (hereinafter "**T&Cs**") apply exclusively to all offers and contracts with our customers. We do not recognize any customer conditions that conflict with or deviate from our T&Cs unless we have expressly agreed to their validity. Our T&Cs also apply if we carry out the delivery without reservation despite being aware of the customer's conditions that contradict or deviate from our General T&Cs.

2. Section A. of our T&Cs applies to all our offers and contracts. Sections B. to D. contain additional regulations for certain services, which may apply cumulatively.

3. Our T&Cs also apply to all future contracts with the customer as part of the existing business relationship.

II. Offers, conclusion of contract, documents of offer, customer's obligation to cooperate

1. Our offers are subject to change and only represent an invitation for the customer to submit an offer (invitatio ad offered). Acceptance of an offer from us by the customer is only deemed to have been accepted by use after our written confirmation to the customer (conclusion of contract).

2. We reserve all property rights and copyrights and the right to register industrial property rights to illustrations, drawings, calculations, and other documents (henceforth "**documents**"), even if they were created according to our information by the customer.

3. We may deviate from the contractually agreed documents, weight, and measurement information (together "**information**") in the context of technical progress or production-related reasons to the extent that is reasonable for the customer unless we have expressly designated the information as binding.

4. If the customer's order is based on something other than an offer from us, we are entitled to accept the customer's contractual offer contained in the order within two weeks of receipt by us. Acceptance can be declared either by written order confirmation or by beginning our activities.

5. We can withdraw from the contract if we are not supplied correctly or on time by our suppliers. This only applies in the event that we are not responsible for the non-delivery, especially if a congruent hedging transaction has been concluded with our supplier. We will inform the customer immediately about the unavailability of the goods and immediately refund any consideration already received.

6. Brochures or advertising issued by us or a supplier are only part of the agreed quality of our service if the customer and we have expressly agreed to this.

7. The customer is obliged to support us to the best of his ability in providing our services and to create all the conditions necessary for the proper execution of the order within his sphere of responsibility; In particular, he must provide us with all documents and information necessary for the provision of the service in a timely and complete manner.

III. Prices and terms of payment

1. Unless otherwise agreed upon with the customer, our prices are net prices ex works (EXW - INCOTERMS 2020), excluding additional costs such as freight and customs; These will be invoiced separately if they arise. Our prices do not include sales tax. If sales tax arises, it will be shown separately on the invoice at the amount valid on the day of invoicing.

2. Unless otherwise agreed upon with the customer, the customer is obliged to pay invoice amounts within 14 days of the invoice date without deductions by means of a fee-free transfer to one of our accounts.

3. If it becomes apparent that our payment claim is at risk due to the customer's inability to pay, we are entitled to make all outstanding claims from the business relationship with the customer due immediately and to demand advance payment from the customer. Our payment claim is at risk in particular if information from a bank or credit agency suggests that the customer is unworthy of credit or if the customer is in default on payment of at least two invoices.

4. Cheques and bills of exchange are only accepted as payment. Costs incurred when collecting bills of exchange or cheques are borne by the customer.

5. The customer can only set off or assert a right of retention or refusal of performance if his counterclaim has been legally established or is undisputed. Contrary to sentence 1, the offsetting or assertion of a right of retention or refusal of performance based on a counterclaim for reimbursement of additional costs for remedying defects or additional completion costs arising from the same legal relationship is always possible.

IV. Transfer of risk and shipping, transport insurance

1. Unless we expressly agree otherwise with the customer, delivery ex works (EXW - INCOTERMS 2020) is agreed upon.

2. The risk of accidental loss or accidental deterioration of the delivery item passes to the customer upon handover, or in the case of a mail order purchase, upon delivery to the person designated to carry out the shipment, regardless of the place of shipment. This also applies to partial deliveries and freight-free delivery. If shipping is delayed at the customer's request or if the customer defaults on acceptance, the risk passes to the customer on the day the goods are ready for shipping.

V. Delivery, time of delivery, delay

1. Partial deliveries are permitted as long as they this is reasonable for the customer.

2. If the customer defaults on acceptance, we can demand compensation for any expenses incurred (e.g., storage costs). If the customer violates other obligations to cooperate, we can demand compensation for the damage we incur, unless the customer has not culpably violated the obligation to cooperate. Further claims, in particular claims for damages if the customer defaults on the debtor, remain reserved.

3. Cases of force majeure (e.g., labour disputes with us or our suppliers, war, fire, pandemics, transport obstacles, raw material shortages, official measures, or natural events) interrupt our delivery obligation for the duration of their duration plus appropriate start-up time and the extent of their effect. This also applies if we are already late in delivery. We will notify the customer immediately of the occurrence of a case of force majeure and the expected duration of the hindrance. We are entitled to withdraw from the contract in whole or in part due to the part that has not yet been fulfilled if it is unreasonable for us to continue the contract due to the duration of the force majeure, also taking into account the interests of the customer.

4. Despite the fact that the COVID-19 crisis has been widely known since February 2020, the effects of the crisis currently remain unpredictable. We are therefore responsible for the effects of the COVID-19 crisis that affect us and are related to the performance of the contract (e.g. delays due to official orders such as quarantine, bans, etc., delivery and resource failures, staff shortages, transport hindrances such as blocking of Transport routes, shortage of containers and packaging materials, etc.) are exempt from our obligation to perform for the duration of the respective effects and the corresponding restart phases. In the event of an impact on the appointments, we will arrange new appointments and a correspondingly updated schedule with the customer. We will undertake all sensible and reasonable activities to keep the impact on the contractual provision of services as low as possible.

5. If the hindrance lasts longer than three months, the customer is entitled to withdraw from the contract with regard to the part that has not yet been fulfilled.

VI. Retention of title

1. We reserve ownership of the delivery item (also "**reserved goods**") until the purchase price and all claims from the ongoing business relationship with the customer have been paid in full. The inclusion of individual claims in a current invoice and the drawing of a balance do not affect the retention of title; the reservation in this case refers to the recognized or actual balance. Payment is only deemed to have been received when the equivalent value has been received by us or in our bank account. The retention of title does not revive for delivery items if, after the customer has acquired ownership of these delivery items, new claims arise from the business relationship with said customer.

2. If the customer breaches a material term of the contract, in particular in the event of late payment, we are entitled in accordance with the statutory provisions to withdraw from the contract and take back the delivery item. In order to take back the goods, the customer hereby irrevocably authorizes us to enter the customer's business and storage rooms unhindered and to take the reserved goods with us. After taking back the delivery item, we are authorized to utilize it. The proceeds from the sale must be offset against the customer's liabilities - less appropriate costs of use - in accordance with Section 367 of the German Civil Code (BGB).

3. The customer is obliged to treat the delivery item with care; in particular, he is obliged to adequately insure the delivery item at its new value against fire, water, and theft damage at its own expense. If maintenance and/or inspection work is necessary, the customer must carry this out regularly at his own expense and risk.

4. In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing.

5. The customer is entitled to resell the reserved goods in the ordinary course of business; This does not apply if, as part of the sale, it is agreed that the customer's claim against the third party expires through offsetting. As security, the customer hereby assigns to RET all claims (including all balance claims arising from a current account, even after termination) in the amount of the final invoice amount (including VAT) of our claim that arises from the resale or any other legal reason against his customers or third parties to be entitled. The assignment is independent of whether the reserved goods are sold without or after processing. We accept the assignment. The customer remains authorized to collect these claims even after the assignment. Our authority to collect the claims ourselves remains unaffected. However, we will collect the claims as long as the customer meets his payment obligations from the proceeds collected and does not default on payment. However, if this is the case, we can demand that the customer inform us of the assigned claims and their debtors, provide all information necessary for collection, in particular information about the debtor's address, hand over the associated documents, and inform the debtors of the assignment.

6. The authorization according to Section A., Number VI. 5. does not include transferring or pledging the reserved goods or items made from them as security without our consent. Conclusions of financing contracts (e.g., leasing) that include the transfer of ownership of our reserved goods require our prior written consent, unless the contract obliges the financing institution to pay us directly the portion of the purchase price to which we are entitled.

7. The processing or transformation of the reserved goods by the customer is always carried out for us without incurring any liabilities for us. If the reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including sales tax) to the other processed items at the time of processing. The same applies to the item resulting from processing as to the reserved goods.

8. If the reserved goods are inseparably combined with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including sales tax) to the other connected items at the time of connection. If the connection is made in such a way that the customer's item is to be viewed as the main item, it is agreed that the customer now transfers proportional co-ownership to us. We accept the transfer. The customer stores our sole or joint ownership for us free of charge.

9. To secure our claims against him, the customer hereby assigns to us the claims against a third party that arise from the connection of the reserved goods with a property. We accept the assignment. Section A., Number VI. 5. Sentences 3 – 8 apply accordingly.

10. The customer bears all pre-procedural and legal costs that must be incurred to lift a seizure or other access by a third party to the reserved goods and to replace them, insofar as they cannot be collected by the third party. If we do so based on Section A., Section VI. are entitled to assert claims assigned to us, the customer must reimburse us for the necessary pre-litigation and legal costs.

11. We undertake to release the securities to which we are entitled at the customer's request to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; We are responsible for selecting the securities to be released.

VII. Liability for damages

1. Our liability for damages, regardless of the legal basis, in particular due to impossibility, delay in delivery, breach of obligations during contract negotiations or unlawful acts, is governed by statutory provisions unless otherwise agreed in this section.

2. We are liable without limitation, as far as relevant, in accordance with the Product Liability Act, in the event of fraudulent concealment of a defect, for damages resulting from injury to life, body or health, in the event of intent or to the extent that we have given a guarantee. In the event of gross negligence, our liability is limited to the contract-typical damage that was foreseeable at the time the contract was concluded.

3. In the event of a slightly negligent violation of essential rights or obligations arising from the content and purpose of the contract, our liability is also limited to the damage typical for the contract that was foreseeable at the time the contract was concluded.

4. Except in the cases mentioned in Section A., Number VII. 2 and 3., we are not liable for damage caused by slight negligence.

5. Our liability according to Section A., Number VII. 4 is still limited to EUR 50,000 per damage event and EUR 150,000 per contract. The above limitations of liability do not apply if the customer informs us in writing of a higher value than the maximum liability limit before the contract is concluded. If a corresponding value declaration is made, the maximum liability limit is determined by the declared value. We will charge the customer a surcharge for the increased value limit, which will in particular cover our resulting additional costs (e.g., higher insurance costs).

6. To the extent that liability for damages towards us is excluded or limited, this also applies to the personal liability of our employees and bodies.

VIII. Limitation period

1. The customer's claims for subsequent performance due to defects in the delivery item expire after one year. The customer's claims for subsequent performance due to defects in accordance with Section 438 Paragraph 1 No. 2 BGB and Section 634a Paragraph 1 No. 2 BGB remain unaffected.

2. Other claims by the customer due to breaches of duty by us, in particular claims for damages, expire after one year. The customer's right to withdraw from the contract due to a breach of duty for which we are responsible, and which is not due to a defect remains unaffected. Deviating from sentence 1, the statutory limitation periods apply to the following customer claims:

   2.1. according to the Product Liability Act and due to damage resulting from injury to life, body, health or essential rights and obligations from the contract,

   2.2. due to damage resulting from an intentional or grossly negligent breach of duty by us or our vicarious agents,

   2.3 due to fraudulent concealment of a defect,

   2.4. for reimbursement of expenses in accordance with Section 478 Paragraph 2 BGB.

3. The legal provisions regarding the start of the limitation period, the suspension of expiry, the suspension and the new start of deadlines remain unaffected.

4. Our claims against the customer expire according to the statutory provisions.

IX. Data protection, confidentiality, and prohibition of reverse engineering

1. We are entitled to process and save the data received about the customer in connection with the business relationship - even if it comes from third parties - in accordance with the requirements of the GDPR and the Federal Data Protection Act or to have it processed and saved by third parties commissioned by us.

2. The customer is obliged not to disclose to third parties any confidential information (including business secrets) that he learns in connection with a contract with us and its implementation. Confidential information is that which is marked as confidential or whose confidentiality arises from the circumstances, regardless of whether it was communicated in written, electronic, embodied or oral form. Confidential information includes, but is not limited to, our technologies, business data, business plans and strategies, economic relationships and economic status, personnel information, undisclosed intellectual property rights and other non-publicly available information.

3. The customer is particularly prohibited from obtaining confidential information through reverse engineering. Reverse engineering includes all actions, including observing, testing, examining and dismantling and, if necessary, reassembling, with the aim of obtaining confidential information.

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

1. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Bremen. The same applies if the customer does not have a general place of jurisdiction in Germany or moves his place of residence or usual place of residence abroad after conclusion of the contract or place of residence or usual place of residence is not known at the time the action is filed. However, we reserve the right to sue the customer at his general place of jurisdiction.

2. Unless we have expressly agreed otherwise with the customer, Bremerhaven is the place of performance for all services under the contract.

3. The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

XI. Final Provisions

1. If individual provisions of the contract are or become ineffective or void, this will not affect the validity of the rest of the contract. The ineffective or void provision is deemed to be replaced by a provision that comes closest to the economic meaning and purpose of the ineffective or void provision in a legally effective manner. The above provision applies in case of loopholes accordingly. If the ineffective or void provision is a general terms and conditions within the meaning of Section 305 of the German Civil Code (BGB), Section 306 of the German Civil Code (BGB) applies, in deviation from the above.

2. No action by us, other than an express written waiver, constitutes a waiver of any right to which we are entitled under the contract, these terms and conditions or the law. A delay in exercising our rights also does not constitute a waiver of the right in question. A one-time waiver of a right shall not constitute a waiver of that right on any other occasion.

B. Consulting

I. Services

If we provide consulting services for the customer, we only owe the proper provision of the services (service). Liability for success - in particular for the implementation of our advice by the customer - for a specific result of the advice is not agreed upon.

II. Responsibility

We provide our consulting services exclusively on behalf of the customer. No other person is entitled to rely on our advice for any reason or for any purpose. If we create documents for the customer as part of the consultation, they may not be used by the customer for anything other than the contractual purpose agreed with the customer without our express, prior, written consent.

III. Intellectual property protection

1. Reports, drawings, plans, drafts, templates, lists or calculations (hereinafter "**items**") prepared by us for the customer as part of the contract may only be used by the customer for the contractually agreed purposes. Any non-contractual use of the items, in particular their passing on to third parties, publication or reproduction, requires our prior, express, written consent. This also applies if the service provided is not subject to special legal rights, in particular copyright.

2. We alone are entitled to the intellectual property rights embodied in the objects and the know-how embodied therein. To the extent that it is necessary for the execution of the contract, we grant the customer - unless we have agreed otherwise with the customer - a non-exclusive right of use limited to the subject matter of the contract, which ends as soon as the contractual relationship has been completed. Any other use and exploitation of the items that are not permitted by mandatory legal regulations, in particular processing, rental, distribution in physical or intangible form, and reproduction, is not permitted without our prior, express written consent.

3. To the extent that work results are copyrightable, we as the creator remain the sole author. In these cases, the customer will be informed, with reference to the specifications in Section B. III. 1, granted unlimited, irrevocable, exclusive, and non-transferable usage rights to these work results in terms of time and location.

4. If the customer violates the provisions of Section B. III. In addition to all other legal claims, we are entitled to additional compensation in an amount appropriate to the circumstances of the violation.

C. Sales contracts

I. Warranty

1. The customer's claims and rights due to defects in the delivery item (henceforth also "**claims for defects**") require that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).

2. Claims for defects do not apply if there is only an insignificant deviation from the agreed quality or if there is only an insignificant impairment of usability.

3. If the delivery item is defective, in deviation from Section 439 Paragraph 1 of the German Civil Code (BGB), we have the choice between rectifying the defect or delivering a new, defect-free item.

4. If the defect is due to our fault, the customer can only claim damages in accordance with the additional requirements of Section A. VII.

II. Tools for creating the article of sale

1. Business secrets, know-how, industrial property rights, (software) copyrights and any combination thereof used by us to create the delivery item always remain our property. The customer acquires neither usage nor exploitation rights.

2. Any tools, work equipment, equipment, models, molds, etc. manufactured by us as part of the creation of the delivery item are only part of our delivery item if we have expressly agreed this with the customer.

D. Work performance (especially engineering)

I. Order execution

1. The customer specifies the technical, operational, and other information and guidelines required to carry out our services, which we contractually agree with the customer.

2. We can demand that the customer confirms progress in the service by signing the protocols presented to him.

3. We will take the customer's requests for changes into account if this is reasonable for us within the scope of our capacities, in particular the effort and scheduling. To the extent that changes desired by the customer may affect the contractual conditions (in particular remuneration, and schedule), the customer will agree to an appropriate adjustment to the contractual conditions, in particular an increase in remuneration and a new setting of agreed dates. Before this agreement, we are not obliged to implement the customer's requests for changes.

II. Acceptance

1. After completion of our services, an acceptance protocol is created to be signed by the customer and us; the same applies to self-contained partial services.

2. If the customer refuses to sign the acceptance protocol or there is no formal acceptance of our services for other reasons, every deployment/use of our services by the customer is considered successful acceptance.

III. Rights of use

1. All plans, brochures, technical documents, and documentation resulting from the provision of services to the customer are protected by copyright. Any publication (in whole or in part) is only permitted with our prior, express and written consent. The same applies to the distribution and repeated use by third parties or by the customer himself as well as any publication.

2. Even after the plans, data, technical documents, and the like have been handed over to the customer, the results of our service provision may only be used by the customer for the agreed type of use and the specific contract concerned and the contractual purpose agreed there. By paying our total fee, the customer acquires the rights of use to the extent described above. In the event of unauthorized disclosure, transfer, disclosure, or other access, Ebner's client is obliged to pay compensation.

3. All other usage rights remain exclusively with us. Without prejudice to the customer's usage rights, we may continue to use the developed ideas, concepts, acquired know-how, etc. for developments and services for other customers.

4. If the customer violates the provisions of Section D. III. 1 and 2, in addition to all other legal claims, we are entitled to additional compensation in an amount appropriate to the circumstances of the violation.