

Terms and Conditions

1. Our deliveries are made under the following conditions. Any changes or conditions of the purchaser that differ from these conditions shall only apply if they have been accepted in writing by FILUM.

2. Our offer prices are subject to change and are daily prices. List prices are non-binding. The prices valid on the day of delivery shall be charged. The offer prices are calculated without value added tax. This will be added separately in accordance with statutory provisions.

3. Delivery times are only approximate. FILUM is entitled to demand an extension or to withdraw from the contract if FILUM cannot be accused of intent or gross negligence; in this case, the buyer is not entitled to compensation for delay or non-performance. In this case, the buyer is entitled to withdraw from the purchase after setting a reasonable grace period for delivery in the event of a delay in delivery. The same applies in cases of force majeure.

4. Custom-made products, including commercially available excess quantities, must be purchased by the customer. FILUM is not obliged to take back such custom-made products. FILUM reserves the right to deliver up to 10% more or less than the quantity ordered.

5. The packaging customary for domestic transport will not be charged separately. If the value of the goods exceeds \$300, FILUM will bear the costs for a shipping method of its own choosing. If faster shipping is desired, the buyer will bear the additional costs incurred. Deliveries are made at the expense and risk of the recipient.

6. The order confirmation submitted is decisive for the delivery; this applies to the items, the quality level, the quantities, and the delivery dates. Offsetting against disputed counterclaims is not permitted unless they have been legally established by a competent court. This also applies to other deductions such as postage, discounts, etc., insofar as they exceed the agreed terms of payment. Checks and bills of exchange are generally only accepted on account of performance. Any deferral of payment implied therein shall lapse if the buyer is in default with other obligations towards FILUM. In this case, they may be demanded as payment due immediately before any agreed later due date. Bank, discount, and collection charges shall be reimbursed immediately.

7. Complaints shall not be considered if they are not submitted to FILUM within two weeks. They presuppose that the delivered items have been properly processed. If processing has been carried out with various other batches from other suppliers, the buyer must prove that the defect is due to the delivery from FILUM. In the case of justified complaints, only replacement deliveries of defect-free goods may be demanded within a reasonable period of time. The return of properly delivered goods is excluded. Hidden defects must be reported and notified immediately, at the latest within eight weeks of discovery. Our obligation to pay damages, regardless of the legal basis, is limited to the invoice value of our goods directly involved in the event causing the damage. This does not apply if we are liable without limitation under mandatory statutory provisions due to intent or gross negligence.

8. Force majeure, industrial action, operational disruptions through no fault of our own, and other official measures lasting or expected to last longer than one week shall extend the agreed delivery period by the duration of the hindrance. FILUM shall be granted a reasonable subsequent delivery period after the hindrance has ceased to exist in the originally agreed scope. If such an impediment has lasted longer than six weeks and FILUM is unable to inform the buyer within one week of when delivery will be made in due time, the buyer may withdraw from the contract. Fixed-date transactions must be designated as such and agreed in writing in advance.

9. The place of performance for services and payments is Hof/Saale. The place of jurisdiction for disputes is the court with functional jurisdiction in Hof/Saale. If the buyer is not a registered trader, this agreement shall only apply if the buyer does not have a general place of jurisdiction in Germany or has moved his place of residence or habitual abode outside the Federal Republic of Germany after conclusion of the contract or does not disclose his place of residence or habitual abode at the time the action is brought. If the conditions for a permissible agreement on the place of jurisdiction are met, the court shall also have jurisdiction over actions on bills of exchange and checks.

10. Invoices are payable within 10 days with 2% discount or within 30 days net. Any deviating payment terms must be agreed in writing in advance. If there are doubts about the buyer's solvency, FILUM is entitled to demand advance payments or immediate payment upon delivery. FILUM is not obliged to make any further deliveries under current contracts before payment of due invoice amounts, including any default interest. This applies even if a delivery contract stipulates otherwise with regard to default of payment. The same applies if the buyer's financial circumstances have deteriorated significantly. In this case, any payment terms granted, including check or bill of exchange deferrals, shall lapse, even if they have been confirmed elsewhere in advance. FILUM may charge interest at a rate of at least 3% above the Bundesbank discount rate, even if no bank credit is used. It may always demand proven bank interest.

11. Retention of title: Goods remain the property of the seller until all claims against FILUM arising from existing business relationships have been paid in full and until all checks and bills of exchange have been honoured in full. All transactions shall be deemed to constitute a single transaction in this respect. Rights arising from the extended and expanded retention of title and all special forms thereof specified in these terms and conditions shall apply until the supplier has been completely released from any contingent liabilities it has incurred in the interest of the buyer. The buyer may process or resell the goods in the ordinary course of business. In this case, the buyer hereby assigns to FILUM all claims against its customers arising from this, together with all ancillary rights. FILUM is entitled to disclose assignments if the buyer suspends payments or otherwise falls into financial difficulties. The buyer shall immediately notify FILUM of its claims, in particular against customers, stating their names and addresses, as well as the amount and due date of its claims, allow FILUM to inspect its business records upon request, and refrain from collecting these claims from such assignments. FILUM accepts such assignments under its terms and conditions. FILUM accepts such assignments in accordance with its terms and conditions. FILUM may collect claims disclosed in this manner until the buyer has fulfilled its obligation to FILUM. Upon request, claims for information must be fulfilled immediately vis-à-vis FILUM; if FILUM's reserved goods are processed, combined, mixed, or blended with other goods not belonging to FILUM, FILUM shall be entitled to the resulting co-ownership share in the new item in proportion to the value of its reserved goods at the specified time. If the buyer works with a factoring bank in genuine factoring, the authorization to resell the goods subject to retention of title delivered by FILUM shall only apply if the factor has given its prior consent to an agreed assignment of the claim for payment of the factoring proceeds. Otherwise, assignment is prohibited and resale under retention of title by the buyer is excluded. The buyer hereby assigns to FILUM its present and future claims against the factor arising from the sale of resale claims, insofar as they relate to the goods delivered by FILUM. The buyer undertakes to notify the factor of this assignment and to instruct it to pay only to FILUM. Pledging or transferring ownership of FILUM goods to third parties—especially banks—and beyond requires FILUM's express consent. If third parties enforce execution against the

buyer, the buyer undertakes to inform FILUM immediately, stating the creditor's address, date and scope of the seizure measures and the relevant file numbers, and to enable FILUM to take the necessary measures by handing over the necessary supporting documents and records; The buyer shall also provide all other necessary information and documents to enable the enforcement of third-party rights. Alternatively, FILUM may demand the immediate return of goods subject to retention of title in the event of default of payment by the buyer. Such a request shall not be deemed a withdrawal from the purchase contract unless this is expressly stated in writing.

The extended and expanded retention of title shall not be affected by the inclusion of claims in current accounts, balance statements, and their recognition. The extended and expanded retention of title shall remain in force, in particular in the case of payment by check or bill of exchange, until the payment promise has been honoured by receipt by FILUM. The buyers are therefore obliged to secure the rights of the conditional seller when selling the goods on credit. FILUM hereby accepts the assignments granted in this context. Notwithstanding the assignment, the buyer is entitled to collect payments as long as it fulfils its obligations to FILUM and does not fall into financial collapse. Any processing or treatment of the goods subject to retention of title shall be carried out by the buyer on behalf of FILUM without any obligations arising for FILUM. If the goods subject to retention of title are processed, combined, mixed, or blended with other goods not belonging to the buyer, FILUM shall be entitled to the resulting co-ownership share in the new item in proportion to the value of the goods subject to retention of title to the other processed goods at the time these measures are carried out. If the buyer acquires sole ownership of the new item, the contracting parties agree that the buyer grants the supplier co-ownership in proportion to the value of the item to be processed, combined, mixed, or blended, and that the buyer shall hold this share in trust for FILUM free of charge.

If the goods subject to retention of title are resold together with other goods, whether without or after processing, combination, mixing, or blending, this agreement shall only apply to the amount of the goods subject to retention of title that are resold together with the other goods. The buyer must immediately notify FILUM of any third-party enforcement measures against goods subject to retention of title, handing over the documents necessary for intervention. If the value of the claims to be secured exceeds FILUM's claims by more than 20% or more, FILUM must, upon request, release such securities to the buyer at its discretion. The buyer shall insure such reserved goods at its own expense against fire, burglary, theft, and transport damage. In the event of financial collapse, the buyer is obliged to cooperate immediately to ensure that goods belonging to FILUM are surrendered, or at least secured in the buyer's warehouse, separately marked and managed accordingly. The buyer may only dispose of these goods with the consent of FILUM.

12. Final remarks: a) After its election, FILUM is also entitled to bring an action before the court responsible for the registered office of the buyer, in particular a foreign customer or buyer. b) Should any provision of these agreements be invalid or void, the remaining provisions shall continue to apply. The buyer undertakes to cooperate in the creation of replacement provisions that are valid.