

## General Terms and Conditions of OKALUX Glastechnik GmbH Version: April 2nd, 2020

### 1. In General

1.1 These General Terms and Conditions are - solely apply for use in business connections with companies.

1.2 The following provisions shall apply for all first-time, current and future business relationships between us and our customers. Our terms of delivery and payment, to which our customer explicitly agrees when placing the order, shall be exclusively applicable. This holds - for future business dealings, whether or not expressly referred to, having been made available to the customer with an order confirmed by us. The terms and conditions of the customer shall not apply, regardless of whether an explicit objection - to their application has been made or not. Variations shall only apply if they are expressly accepted by us in writing.

Also applicable in their respective valid versions are our infotexts for the ordered glass, the customer notes, the product-specific customer notes, the cleaning instructions and the Guideline to Assess the Visible Quality of Glass in buildings. These are all generally accessible on the Internet. We shall be pleased to send them to you upon request.

The customer cannot refer to - ancillary agreements made before, during or after the conclusion of the contract.

1.3 Our offers are non-binding; we reserve the right to make technical improvements to our products. We can save the important data necessary for contract execution on our IT system. Orders become binding when we have confirmed them in writing. The customer is obligated to verify our order confirmation immediately. The order confirmation shall be deemed as accepted, if the customer does not object to it in writing immediately, or within 48 hours at the latest.

1.4 Partial deliveries are permissible up to a reasonable extent. We can invoice partial payments to a reasonable amount.

1.5 Claims arising from the contractual relationship may not be transferred by the customer without our written consent. Setoffs or retentions made by the customer are only permissible with counter claims that are undisputed or have been legally established. We are authorized to avert the exercise of the right of retention through provision of a security - as well as - a guaranty.

1.6 The place of performance is our company headquarters in Marktheidenfeld. The place of jurisdiction is at our option - either our company headquarters or 74819 Mosbach (Baden) - this also holds - for check and bill of exchange

procedures - or the court having jurisdiction for the registered office of the customer. The same venues shall apply if the customer has no general place of jurisdiction in the Federal Republic of Germany at the time of the initiation of the judicial procedure. German law shall be exclusively applied to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

1.7 In the event of doubt in respect to the scope of these General Terms and Conditions or their interpretation, the German version shall apply.

1.8 Offers and quotations shall be applicable for the country in which the inquirer has its registered office. The inquirer shall be responsible for all disadvantages, liabilities and obligations that accrue to us through the use of the delivered goods outside of this country.

### 2. Risk and shipment

2.1 The risk transfers to the customer when the delivered goods leave our factory, insofar as there have been no specific agreements to the contrary made with the customer. This also applies when shipment and/or export are arranged by us.

2.2 A paved access road to the place of delivery is the pre-requisite for delivery. If the access road is not passable, the transfer will occur at a place where the safe arrival and departure of the delivery vehicle can be assured.

Unloading is the sole responsibility of the customer who must provide appropriate unloading equipment and the necessary manpower. The customer will be charged for waiting times.

2.3 If the dispatch or delivery is delayed at the request or due to the fault of the customer, the goods will be stored at the expense and risk of the customer. In this case, notification of readiness for dispatch/readiness for delivery is equivalent to the shipping of the goods. If the customer is in default of acceptance or is otherwise responsible for a delay in the dispatch of the products, we can store the products at the risk and expense of the customer. After a grace period for the acceptance of the products has been set and expired, we can withdraw from the contract and demand damages in lieu of performance. All other rights remain unaffected. The risk of accidental loss and accidental deterioration of the goods is transferred to the customer upon delivery or by sales shipment with the delivery of the item to the forwarder, the freight carrier or the person or institution responsible for the execution of the consignment. Goods are deemed to be transferred even if the customer is in default of acceptance. Our obligation to deliver is suspended as long as the customer is in default with a commitment from the business relationship.

2.4 Broken glass and disposable packaging will not be taken back.

2.5 Packaging is not done on an item-related basis but ensues as a result of transport and production-related considerations. To the extent that the packaging, especially reuseable transport racks, is our property - lending only -, the customer shall preserve such at his own risk and free of charge to us and must return them respectively must make them available for collection within 4 weeks after delivery has taken place. The customer must compensate us for the packaging value in the event of a loss as well as a late return. A corresponding compensation obligation applies if the customer has returned the packaging damaged.

### 3. Delivery times, delay, delay damages

3.1 Delivery periods are calculated ex works. Delivery periods begin upon clarification of still-open technical questions, the receipt of all documents to be provided by the customer such as drawings and permits, etc. and/or upon the receipt of advance payments as well as following approval for production. The right to proper and timely self-delivery remains reserved. We will immediately inform the customer regarding the unavailability of the delivery item.

3.2 Disruptions due to breakage and quality defects are unavoidable in the processing and handling of high-quality glass for the building industry. The number of disruptions rises with the increasing number of processing and intermediary transport steps. In dealing with coated glass, we are bound to the manufacturer of the specific coating. Rare coatings are produced in intervals of up to 3 months. The coating systems are highly sensitive, which repeatedly causes production downtimes and delivery delays relating thereto. Non-delivery, delayed or incorrect delivery by our upstream suppliers - extend the delivery period correspondingly. The same applies to force majeure, as well as strikes, lock-outs, disruptions of operations and supply shortages that are not our responsibility. Additional and/or changed services required by the customer, shall extend the delivery periods accordingly.

3.3 In any case, our delay in delivery requires a reminder from the customer with a reasonable grace period. If we are hampered in the timely execution of delivery due to force majeure, war, strike, lock-out, natural catastrophes, changes in governmental regulations, governmental measures or other unforeseen events that lie beyond our sphere of influence, - the delivery time shall extend in a commensurate manner.

3.4 For delay damages, we limit our liability for compensation - in addition to service - to 2.5 % and for damage claims instead of the service to 5 % of the value of our delivery/service. The limitation shall not apply in cases of deliberate acts, gross negligence and/or injury to life, limb or health due to premeditated or negligent dereliction.

### 4. Prices, payment terms, provision of security

4.1 Our prices are denominated in Euros and do not include the legally required value added tax. The value added tax will be shown separately on the invoice based on the currently valid rate according to the currently valid tax-related regulations. If the time period between conclusion of the contract and delivery exceeds 4 months, we are allowed to demand a reasonable surcharge under § 315 BGB (German Civil Code) commensurate with an increase in our costs until the time of delivery, at our discretion.

4.2 Invoices are - subject to written special agreement - immediately due and payable without deduction in Euro. We will only accept checks as a provisional performance and at the expense of the customer. We reserve the right, within the scope of the legal requirements, to transmit our invoices to the customer exclusively in digital format.

4.3 If not otherwise agreed, all prices are deemed to be ex works for any business deal. Costs for packing, insurance and freight to be borne by the customer.

4.4 In the case of late payments and/or reasonable doubts regarding the credit standing of the customer, we can make each individual delivery dependent on your prepayment to the amount of your invoice.

### 5. Reservation of ownership, assignment in advance

5.1 The delivered goods remain our property until complete, unconditional payment. If we have additional claims against the customer, the reservation of ownership will remain in full force and effect until payment of these claims, even if the individual goods have been paid for.

5.2 The customer may resell the reserved goods (goods subject to reservation of ownership) - in the proper course of business - only, if he has not assigned, pledged or otherwise encumbered his claims from the resale.

5.3 The customer may not combine the reserved goods (goods subject to reservation of ownership) with other items to which rights of third parties exist. If goods subject to reservation of ownership nevertheless become a component of a new (aggregate) item through conjunction with other objects we shall become immediate co-owner in the respective ownership ratio even if the goods are deemed as main goods. Our joint ownership ratio is based on the ratio of the invoice amount of the goods subject to the right of retention to the value of the new item at the moment of conjunction.

5.4 Any connection of the delivered goods with real estate will be temporary until complete payment has been effected. (§ 95 BGB (German Civil Code)). The customer shall preserve our joint ownership percentage free of charge.

5.5 The customer will assign to us the claims for security against his buyers from the sale of goods subject to the reservation of ownership (clause 5.2) and/or newly formed items (clauses 5.3 and 5.4) in advance until all of our claims are fully settled, without special declaration being required at a later date. The assignment also relates to outstanding balance claims, which result in the framework of existing current account relationships or upon the termination of such relationships. As long as the customer does not default on the payment of the goods subject to reservation of ownership, he can collect accounts receivable in the orderly course of business. However, he may only use the proportional proceeds to pay us for the goods subject to the reservation of ownership.

5.6 At the request of the customer, we will release securities at our discretion, if and to the extent that the nominal value of the securities exceeds 120% of the nominal value of our - outstanding claims against the customer.

5.7 In the case of default, we are entitled to withdraw from the contract and/or to recall existing goods subject to reservation of ownership even without the customer's withdrawal - and to collect the outstanding accounts receivable ourselves. In order to determine our rights, we shall be entitled to have all the customer's documents and books concerning our reserved rights examined - by a third party committed to professional secrecy.

## 6. Claims for defects and compensation

6.1 We are liable for the delivery of defect-free goods at the transfer of risk. However, negligible deviations from the agreed-upon quality or immaterial impairments of usefulness are insignificant and do not constitute defects. The attributes of quality, durability and use of our delivered goods are solely determined in accordance with the written specification, product description and/or operating instructions agreed upon. Unless otherwise agreed, our insulating glass is produced according to DIN EN 1279. Any requirements beyond that to which reference is made, in particular, in preliminary discussions, advertising and/or regarding industrial norms - require express written inclusion to become an integral part of the contract.

6.2 Deviations in dimensions, contents, thicknesses, weights and color tones due to production are permissible within the limits of tolerances normal in the industry, even in the event of partial or subsequent deliveries. The guidelines for the assessment of the visual quality of glass for the building industry of the Federal Trade Guild Association of Glass and Glazing in the respective version are applicable upon award of the contract in reference to the evaluation of delivered goods.

6.3 We presume that the customer is knowledgeable – according to the state of the art – as far as the physical performance and the characteristics of glass, in particular in a transformed state are

concerned. The customer agrees to notify us, should there be a lack of expertise on their part.

6.4 Any changes in color, brightness and/or gloss level which might develop in natural materials such as wood or untreated metals after transfer of risk do not constitute a fault as long as no limit values have been explicitly set beforehand.

6.5 If the customer needs the delivered goods for special purposes exceeding the usual area of application, the customer must verify their special suitability for these uses and their conformance with all relevant technical, legal or official regulations before they are used. We shall not be liable for damages suffered by the customer that are avoidable through such proper verification.

If the delivered goods are exposed to special operational demands, such as glazing in rooms with high humidity or glazing that is exposed to high thermal, static or dynamic stresses and strains, which require special measures to preserve the durability of the insulated glass, then these operational demands must be taken into consideration. If this information is omitted by the customer, we will not be liable for damages that are caused in the omission of special measures for the preservation of the durability of the glass.

The use and/or transport of insulated glass in higher elevations requires that measures be taken at the factory for pressure equalization. The customer is obligated to provide us with written specifics regarding the destination point and the transportation route. If he breaches this duty, we will not be liable for damages arising from the lack of pressure equalization.

6.6 The customer must carefully inspect the delivered goods immediately upon receipt – also for product safety – and immediately object to the obvious and/or detected defects in writing, and to hidden defects immediately upon discovery. The customer must immediately report transportation damages to the transport supplier. In either case, the written notice of defects of the customer must occur before the installation or processing of the delivered goods. Damage claims of the customer will not be recognized if the duties of inspection and objection/reporting are not complied with.

6.7 Supplementary performance will be the remediation of the defects or the delivery of defect-free goods, at our option. Upon rejection, unfeasibility or failure of the supplementary performance, the customer shall have the right to reduce or – to the extent that construction work is not involved to withdraw from the contract, at his option. If the preceding supply through a supplier of ours is necessary for supplementary performance by us, the reasonable grace periods set by us shall be extended until we are independently capable under normal production processes after delivery by our suppliers. In addition, clauses 3.2 and 3.3. shall also apply in this case.

Additional claims of the customer, in particular due to consequential harm caused by a defect, are as a matter of principle excluded. Also excluded is the compensation of expenditures of the customer or of buyers of the customer that arise in the course of subsequent improvements, namely supply and disposal costs of the defective glass or the costs of adding additional panes of glass. The customer shall bear increased expenditures for subsequent performance, which arise in that the delivered goods were placed at a location after delivery different than the stipulated place of fulfillment. Insofar as our goods have been installed or affixed by the customer or his customer on a property or in a building and if the requirements of § 439 (2) and (3) BGB are met, we at our discretion are entitled to demand the removal of the defective goods and the installation of the defect-free goods or to reimburse expenses.

6.8 Our liability for slight negligence is limited to claims arising from an injury to life, limb and health, to claims under the product liability law, as well as claims from culpable breach of material contract obligations, through which the contractual purpose is jeopardized. In addition, our liability for slightly negligent breach of material contractual obligations is limited to foreseeable, typically occurring damage at the time the contract is concluded.

6.9 Furthermore, we shall not be liable for the consequences of faulty handling, inappropriate or improper application, faulty assembly or repair of the delivered goods by the customer or third parties, as well as normal wear and tear. This applies also in respect to the consequences of chemical, electrical or thermal influences, as well as violations of our technical terms and conditions (clause 1.2).

6.10 Warranty claims against us become time-barred in five years for items that are used in conformity with their usual method of use for a building whose defectiveness they have caused. In addition, warranty claims against us become time-barred within one year after delivery to the customer.

Claims from the breach of secondary obligations and/or for property or financial losses not arising from the delivered goods themselves become time-barred within one year after delivery.

6.11 Written guaranties of manufacturers that exceed our own liability for defects shall not obligate us.

## 7. Industrial property rights, non-disclosure

7.1 We reserve the right of ownership and all industrial property rights and copyrights for our designs, samples, illustrations, technical documents, quotations or offers, even if the customer has assumed the costs thereof. The customer may only use the designs in the manner agreed upon with us. He may not produce the delivered goods himself without our written consent or have them produced by third parties.

7.2 To the extent that we deliver goods according to designs prescribed by the customer, e.g. the production of the edgeseal for insulating glazing, he is liable to us that the industrial property rights and other rights of third parties are not infringed upon through their manufacture and delivery. He must compensate us for all damages resulting from such infringements.

7.3 No knowledge acquired by the customer through our business relationship shall be disclosed by him to third parties.