

General Terms and Conditions of Delivery and Payment of KONPROTECT UG (haftungsbeschränkt)

§ 1 Scope

- (1) These General Terms and Conditions of Delivery and Payment (hereinafter 'conditions') apply exclusively to all sales, deliveries, and other services of the seller, including any work services, the production and delivery of non-fungible goods, as well as any advice and recommendations. They only apply to entrepreneurs within the meaning of § 14 BGB, legal entities under public law, and special funds under public law (hereinafter collectively referred to as "buyer").
- (2) These conditions also apply to all future transactions of the same kind with the buyer, without needing to be explicitly included again, in the version valid at the time the contract is concluded.
- (3) General business or purchasing terms of the buyer that deviate from, supplement, or contradict these conditions do not become part of the contract unless the seller has explicitly agreed to their validity in individual cases in writing. This requirement for consent applies in every case, especially if the seller carries out the delivery unconditionally knowing about conflicting or different terms of the buyer. Silence from the seller regarding such terms does not count as acknowledgment or agreement; differing terms or order confirmations from the buyer are hereby expressly rejected.
- (4) Individual agreements made in writing in each specific case always take precedence over these conditions. All agreements made between the seller and the buyer to carry out a contract must be recorded in writing in the respective contract.

§ 2 Offer, formation of the contract, product quality and permissible deviations

- (1) The seller's offers are non-binding and without obligation, unless they are expressly marked as binding. The buyer's order constitutes a binding contract offer, to which the buyer is bound for four weeks. The contract is only concluded with the seller's order confirmation in writing or upon delivery.
- (2) Side agreements, assurances, guarantees, and other arrangements, as well as their amendments or additions, require the seller's explicit confirmation in text form to be effective.
- (3) The buyer is responsible for the accuracy and completeness of the documents they provide, especially samples, drawings, measurements, and specifications.
- (4) Information, drawings, illustrations, technical data, dimensions, weights, and performance descriptions in catalogs, price lists, data sheets, and other offer documents are industry-standard estimates and do not constitute a guarantee of quality, unless they are explicitly stated as binding in writing. Usual trade and material deviations in quality, dimensions, design, color, and quantity are reserved, as long as they are reasonable for the buyer or unavoidable due to raw material conditions or technical production reasons. No guarantee is given for meeting specific weights, sizes, and quantities within the usual industry tolerances. Only the current technical data sheets, processing guidelines, and test certificates of KONPROTECT apply.
- (5) The seller's products – especially impregnated and pre-compressed foam tapes (multi-functional and joint sealing tapes), foil-based window sealing tapes, protective films, and painter's tapes – are subject to the usual manufacturing and batch-related variations typical for natural and plastic raw materials. The seller therefore reserves the right to technical variations in bulk density, raw density, pore size and distribution, impregnation and adhesive strength, recovery speed, as well as in color tone; the occasional occurrence of larger pores (so-called voids) does not constitute a defect. Such fluctuations due to raw materials, batches, and production are within the usual

industry tolerances and do not constitute a defect, as long as the contractually agreed or normal functionality of the product is not affected.

- (6) References to standards, technical regulations, approvals, test certificates, other technical information, as well as illustrations of the delivered item are solely for a more detailed description of performance and do not constitute a guarantee of quality or suitability for a specific use. A specific quality of the goods is only considered agreed upon, and a guarantee only assumed, if the seller has expressly confirmed this in writing using the term 'guarantee'.

§ 3 Pricing and additional costs

- (1) Unless otherwise agreed, the prices are in euros EXW from the seller, excluding shipping, insurance, and other incidental costs, and plus the applicable VAT, which the seller will show separately at the rate in effect on the day the invoice is issued.
- (2) As far as is customary in trade, the seller delivers items packaged; the type and extent of packaging as well as any protective and transport aids are determined by the seller at their reasonable discretion. Return of transport and sales packaging will only take place if the seller is legally obliged to do so; otherwise, the disposal of the packaging is the responsibility of the buyer at their own expense. The seller does not cover costs incurred by the buyer for return transport or self-disposal. Packaging units are based on the currently valid packaging units of KONPROTECT UG.
- (3) If prices are not listed or are only listed under the reservation 'current listed price,' the list prices valid on the day of delivery apply. However, this only applies if a delivery period of more than two months has been agreed upon and only for price adjustments of up to 4% compared to the price stated in the offer. If the necessary adjustment exceeds this range, a new price agreement is required. If such an agreement is not reached, the buyer has the right to withdraw.
- (4) If, after the contract is concluded, public charges or fees (like customs, import and export duties, energy or CO₂-related charges) or costs imposed by third parties for procurement, production, shipping, installation, or insurance are newly introduced or increased, the seller has the right to pass on the resulting extra costs to the buyer.

§ 4 Delivery and performance time

- (1) Delivery dates and deadlines are only binding if the seller explicitly confirms them as binding in writing. Otherwise, they are non-binding, estimated indications.
- (2) The delivery period starts once the order confirmation reaches the buyer, but not before all details of execution have been fully clarified and all cooperation obligations of the customer have been fulfilled, especially providing all necessary documents, approvals, and authorizations, as well as receiving any agreed-upon advance payment. The same applies to delivery dates.
- (3) Deliveries before the end of the delivery period, as well as partial deliveries within a reasonable scope, are allowed. The delivery day is considered to be the day the readiness for shipment is reported, or alternatively, the day the goods are dispatched.
- (4) If the seller falls behind on delivery, the buyer must give them a reasonable additional period of at least two weeks. Only after this period expires without success is the buyer entitled to withdraw from the contract regarding the part that has not yet been declared ready for shipment.
- (5) Claims for damages due to late or failed delivery are excluded, unless the seller is guilty of intent or gross negligence; the same applies to any fault of their legal representatives or vicarious agents. Delivery dates are subject to the availability of raw materials. Otherwise, the seller's liability for delivery delays is determined exclusively according to § 12; in particular, liability for indirect damages, consequential damages, production or usage downtime, construction stoppages, or lost profits is excluded as far as legally permitted. The mandatory legal liability of the seller, in particular for damages resulting from injury to life, body, or health, when assuming a

guarantee, as well as for breach of an essential contractual obligation (cardinal obligation), remains unaffected.

- (6) If the buyer is late in fulfilling obligations to the seller – even from other contracts – the seller is not considered late in delivery for the duration of that delay.
- (7) If the buyer doesn't promptly accept the goods that are ready for shipment and due, or if they fall into default of acceptance or otherwise culpably fail to cooperate, the seller is entitled to claim compensation for any resulting damage, including any additional expenses. The seller can either ship the goods at their discretion or store them at the buyer's expense and risk.

§ 5 Force majeure and other obstacles to performance

- (1) The seller's obligation to deliver is subject to the proper, complete, and timely supply by their own suppliers, provided that the seller has entered into a corresponding cover transaction and is not responsible for the failure of supply. If the goods are not available for this reason, the seller will promptly inform the buyer and refund any payment that has already been made.
- (2) The seller is not responsible for delivery and performance delays caused by force majeure or other unforeseeable events beyond the seller's control that significantly hinder or make the performance impossible, even if deadlines and dates have been agreed upon. This includes, in particular, operational disruptions, shortages of raw materials and supplies, energy shortages, and transportation disruptions and bottlenecks, Strikes, lockouts, and other labor disputes, governmental or official measures, epidemics and pandemics, cyberattacks, unavoidable operational disruptions such as fire, water, or machinery damage, as well as the unintentional failure, incorrectness, or delay in self-supplies. In these cases, the seller is entitled to postpone the delivery by the duration of the obstruction plus a reasonable lead time, or to withdraw from the contract in whole or in part for the part not yet fulfilled. The above also applies if the mentioned circumstances occur during an already existing delay.
- (3) If a binding delivery date is missed due to an event under paragraph 2, the buyer can ask the seller to state within two weeks whether they will withdraw from the contract or complete the delivery within a reasonable grace period. If the seller does not respond, the buyer can withdraw from the contract regarding the part that hasn't been fulfilled. The seller will inform the buyer immediately about the unavailability of the service and refund any consideration already paid.

§ 6 Place of performance, shipping, packaging, and transfer of risk

- (1) The place of performance for the delivery is the seller's warehouse. Delivery is made from the warehouse. At the request and expense of the buyer, the seller can ship the goods to another destination (shipment purchase); the choice of packaging, shipping route, shipping method, and carrier is up to the seller, unless something else has been agreed in writing. Shipping is done uninsured at the buyer's risk and expense; any extra costs due to the buyer's special requests – even with agreed free shipping – are borne by the buyer.
- (2) The risk of accidental loss and accidental deterioration passes to the buyer when the goods are handed over. In the case of a sales shipment, the risk passes as soon as the goods are handed over to the carrier, the freight forwarder, or the person or company designated to carry out the shipment. If the shipment is delayed for reasons the buyer is responsible for, or if the buyer is in default of acceptance, the risk passes as soon as the readiness to ship is communicated.
- (3) The buyer must immediately note any transport damage on the shipping documents and have it confirmed by the carrier, as well as notify the seller, so that any claims against the carrier are preserved. The seller will only take out transport insurance at the buyer's special request and at the buyer's expense.

- (4) The return of properly delivered, defect-free goods is excluded. In exceptional cases, a return will only take place after prior agreement in writing and with a reasonable handling fee. Custom-made items are in any case excluded from returns and exchanges.

§ 7 Duty to inspect and notify

- (1) The buyer or the recipient designated by them must carefully inspect the delivered goods immediately after delivery; the legal obligation to examine and notify of defects according to § 377 HGB remains unaffected. If a defect is found, the handling and processing of the affected goods must be stopped immediately.
- (2) Any visible defects – including the absence of guaranteed features or an agreed quantity – must be reported immediately, but no later than seven days after delivery. Hidden defects must be reported immediately as well, but no later than seven days after they are discovered, in writing. The key for meeting the deadline is when the seller actually receives the notice.
- (3) If the buyer fails to properly inspect the goods or to give notice in time, the goods are deemed approved to that extent; claims for defects due to a defect that was not reported or not reported in time are excluded in this case. If the goods were intended for processing, installation, or further use, this also applies if the defect only became apparent after processing or installation due to the failure to inspect or notify.

§ 8 Liability for defects

- (1) If there is a legitimate defect reported within the deadline, the seller will, at their choice, fix the defect (repair) or deliver a defect-free item (replacement). The right to refuse the subsequent performance under the legal conditions remains unaffected.
- (2) If the seller delivers a defect-free item to fulfill their obligation, the faulty goods become the seller's property; the buyer stores them free of charge until collection. Disposal, further processing, or passing on the returned goods is only allowed with the seller's prior approval in writing.
- (3) If the follow-up performance fails, is unreasonable for the buyer, or the seller seriously and definitively refuses it, the buyer can, after setting and the fruitless expiration of a reasonable deadline – as far as such is not dispensable – choose to either withdraw from the contract or reduce the purchase price. In the case of only minor contract breaches, especially for minor defects, the right to withdraw is excluded.
- (4) There are no claims for defects if the product is actually not defective. This is especially the case if the issue of complaint is due to raw material, batch, or production-related variations within the usual industry tolerances as defined in § 2 paragraphs 4 and 5, or if it is caused by one of the circumstances mentioned in § 9.
- (5) Any further claims by the customer for damages or reimbursement of expenses due to or in connection with a defect or consequential damage from a defect, regardless of the legal grounds, exist exclusively in accordance with § 12. § 13 applies to the statute of limitations.
- (6) In the case of fraudulent concealment of a defect or the assumption of a guarantee for the condition of the goods, the customer's claims are based on the legal regulations.

§ 9 Customer responsibility, suitability check, handling and processing

The following conditions take into account that the functionality of sealing products largely depends on storage, transport, handling, surface preparation, and proper application by the user, which are completely outside the seller's control.

- (1) The buyer is solely responsible for the selection, use, and application of the delivered goods. The technical information, datasheets, processing, storage, and assembly instructions provided by the seller describe the product in general and do not relieve the buyer from conducting their own

checks. The buyer is required to verify, at their own expense – if necessary through preliminary tests – that the goods are suitable for the intended purpose, the specific installation situation, and the surfaces involved. If the buyer fails to carry out this duty, the seller is not liable for any unsuitability of the goods resulting from it.

- (2) The seller only guarantees that the product is suitable for the use intended by the buyer to the extent that they have explicitly confirmed in writing that it is specifically suitable for a contractually agreed purpose. Other technical information, recommendations, and advice are given to the best of their knowledge, but are non-binding and exclude any liability; they do not constitute a guarantee of quality or durability and do not absolve the buyer from checking things themselves. For advice given or omitted that does not relate to the quality and usability of the delivered product itself, the seller is only liable in accordance with § 12.
- (3) Claims for defects and other claims against the seller are excluded to the extent that the complained-about condition or damage is due to circumstances that are not within the seller's sphere but are attributable to the buyer, their customers, or third parties. This particularly includes: improper processing, installation, or application that deviates from the seller's instructions or from recognized technical standards; an unsuitable or insufficiently prepared installation situation or an unsuitable, contaminated, damp, or unstable substrate; incorrect dimensioning, choice of bandwidth, or joint sizing; processing outside the specified processing temperatures or conditions; improper or too long storage, storage outside the specified conditions, or processing after the indicated storage or shelf life; improper transport or handling; natural wear and tear, chemical, weather, or UV influences, as well as later alterations or changes to the delivered item by the buyer or third parties. The same applies if the buyer or third parties have not followed the seller's information regarding dimensions, storage, shelf life, or processing of the goods.
- (4) The buyer who resells, further processes, installs, or otherwise puts the goods on the market (distributor) assumes sole responsibility in relation to the seller for proper storage, proper transport, proper handling and processing of the goods, as well as for correctly, completely, and timely passing on product-related information, especially processing, storage, assembly, and safety instructions, to their own customers and to the people involved in processing. They make sure that the goods are only passed on and used for suitable applications and within their technical purpose, and that any of their own advertising, quality, or suitability claims made to third parties that do not come from the seller do not fall back on the seller.
- (5) The distributor will, upon first request, indemnify the seller from any third-party claims, including reasonable legal defense costs, that are brought against the seller and are caused by any of the circumstances mentioned in paragraphs 1 through 4 and attributable to the buyer or its customers, specifically including faulty storage, faulty transport, faulty handling or processing, or incorrect, incomplete, or missing communication of product information. This exemption does not apply if the relevant circumstance is due to a product defect for which the seller is responsible under the Product Liability Act, or due to the seller's intent or gross negligence; the seller's mandatory legal liability remains unaffected.

§ 10 Payment and offsetting

- (1) Invoices are due for payment without any deductions within 30 days from the invoice date at the seller's designated payment office, unless otherwise agreed. Any agreed discount always applies only to the invoice amount excluding shipping and requires that all of the buyer's due obligations are settled at the time of taking the discount. Payment is only considered to be made on the day the seller can actually access the amount.
- (2) Checks and bills of exchange are only accepted based on special agreement and always only as a fulfillment; credits are subject to receipt. In the case of a check payment, the payment is only considered made once the check has been cashed.
- (3) As soon as payment is late, the legal regulations apply; claiming further damages from the delay is reserved.

- (4) If payment terms are not met or circumstances become apparent after the contract is concluded that, according to proper commercial judgment, give rise to reasonable doubts about the buyer's ability to pay or creditworthiness – even if these circumstances already existed at the time of the contract but were unknown to the seller – all claims arising from the business relationship become immediately due. In this case, the seller is entitled to require advance payment or security for outstanding deliveries and, after an unsuccessful expiry of a reasonable period set for this purpose, to withdraw from the contract or claim damages.
- (5) The customer only has the right to offset or withhold payment if their counterclaim is undisputed, legally established, or recognized by the seller; additionally, a right to withhold applies only if the counterclaim is based on the same contractual relationship.

§ 11 Retention of title

- (1) The goods delivered remain the property of the seller until all claims from the business relationship with the buyer, including future and conditional claims as well as the respective balance claim from any current account, are fully settled.
- (2) The buyer must handle the reserved goods with care and insure them at their own expense for replacement value, especially against fire, water, and theft damage. The buyer assigns any claims from an insurance case concerning the reserved goods to the seller up to the value of the reserved goods; the seller accepts this assignment.
- (3) The processing of reserved goods is carried out for the seller as a manufacturer within the meaning of § 950 BGB, without obligating them. If the reserved goods are processed, combined, or inseparably mixed with other items not owned by the seller, the seller acquires co-ownership of the new item in proportion to the invoice value of their goods compared to the value of the other processed items at the time of processing. If the buyer's item is to be considered the main item, the buyer already transfers co-ownership to the seller proportionally; the seller accepts the transfer. The buyer stores the sole or co-ownership free of charge for the seller.
- (4) The buyer is entitled to resell or process the reserved goods in the normal course of business, as long as they are not in arrears with payment. Pledges and security transfers are not allowed. The buyer already assigns to the seller, for security purposes, any claims arising from the resale or any other legal reason related to the reserved goods up to the invoiced amount agreed with the seller; the seller accepts this assignment. The buyer remains authorized to collect the assigned claims until they revoke this at any time.
- (5) In case of the buyer's breach of contract, especially in case of late payment, the seller is entitled, according to the legal provisions and after setting a reasonable deadline, to withdraw and take back the reserved goods; the buyer is obliged to hand them over. If third parties lay claim to the reserved goods or the assigned receivables, the buyer must immediately inform the seller and point to their ownership.
- (6) If the realizable value of the securities due to the seller exceeds the claims to be secured by more than 10%, the seller will release securities of their choice to that extent at the buyer's request.

§ 12 Restriction of liability

- (1) The seller is liable for damages and reimbursement of expenses—regardless of the legal reason, especially for defects in quality or title, breach of duties from the contractual relationship, and torts—in cases of intent and gross negligence according to the law.
- (2) In cases of simple negligence, the seller is only liable for breaching an essential contractual obligation, meaning a duty whose fulfillment is necessary for the proper execution of the contract and on which the buyer can regularly rely (cardinal obligation). In this case, liability is limited to the foreseeable, contract-typical damage at the time the contract is concluded. Otherwise, liability for simple negligence is excluded.

- (3) The liability limitations in paragraphs 1 and 2 do not apply to damages resulting from injury to life, body, or health, not in the case of assuming a guarantee or procurement risk, not in the case of fraudulent concealment of a defect, not for mandatory liability under the Product Liability Act, and not insofar as statutory recourse claims in the supply chain are affected. In these cases, the seller is liable according to the statutory conditions.
- (4) As far as the seller's liability is excluded or limited, this also applies to the personal liability of its bodies, legal representatives, employees, and other agents.
- (5) Any liability of the seller beyond the above regulations is – without prejudice to mandatory statutory liability – excluded. In particular, within the limits permitted by law, the seller is not liable for indirect damages, consequential damages from defects, production or usage downtime, construction site stoppages, or lost profits, unless one of the cases in paragraphs 1 or 3 applies.

§ 13 Limitation periods

- (1) The customer's claims for defects expire twelve months from the start of the statutory limitation period, unless the law—such as § 438 paragraph 1 number 2 BGB (buildings and things for buildings), § 445b BGB (recourse in the supply chain), or § 634a paragraph 1 number 2 BGB (buildings)—compulsorily sets longer periods.
- (2) The above limitation does not apply to claims for damages resulting from injury to life, body, or health, to claims arising from the seller's or their agents' intent or gross negligence, to claims under the Product Liability Act, in the case of a provided guarantee, or in the case of fraudulent concealment of a defect. In these cases, the statutory limitation periods apply.

§ 14 Protective rights, documents, and attached templates

- (1) The seller reserves all ownership, copyright, and industrial property rights to cost estimates, drafts, drawings, samples, calculations, and other documents. Making them accessible to third parties is only allowed with the seller's consent in writing. Such documents must be returned immediately upon request or if the order is not placed.
- (2) If the seller manufactures the goods according to drawings, samples, or other specifications provided by the buyer, the buyer guarantees that no third-party rights are violated as a result and indemnifies the seller against any claims from third parties arising from such a rights infringement. The seller is not obligated to check the provided documents for conflicting third-party rights.

§ 15 Compliance, export control and social standards

- (1) The buyer must comply with all laws that apply to them or the seller in connection with the execution of the contract and refrain from anything that would expose the seller to a violation of the applicable legal regulations. This specifically includes complying with the relevant anti-corruption regulations as well as foreign trade, export, import, and sanction rules of the Federal Republic of Germany, the European Union, and – where applicable – other relevant countries.
- (2) The buyer will not export, transfer, or deliver the goods to sanctioned persons, organizations, or entities in violation of applicable embargo or sanctions regulations. The buyer will hold the seller harmless from any disadvantages that arise for the seller from the buyer's culpable breach of the provisions of this paragraph.
- (3) The customer agrees to respect internationally recognized human and labor rights in the course of their business activities and, in particular, not to use or tolerate any form of forced, compulsory, or child labor. A serious violation of the provisions of this paragraph entitles the seller, after the unsuccessful expiry of a reasonable remedy period, to terminate the affected contracts for good cause.

§ 16 Tools and molds

- (1) Unless agreed otherwise, the buyer only pays a share of the costs for the tools or molds needed for production, separately from the value of the goods. Contributing to these costs does not give the buyer any claim to take ownership of the tools or molds; they remain the property of the seller, even if they were specially made for the buyer's orders.

§ 17 Place of performance, place of jurisdiction and applicable law

- (1) The place of performance for all services from the business relationship is the seller's headquarters.
- (2) The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship, including claims from bills of exchange and checks, is – if the customer is a merchant, a legal entity under public law, or a special fund under public law – the seller's registered office. However, the seller is also entitled to sue the customer at their general place of jurisdiction.
- (3) The entire legal relationship between the seller and the buyer is governed exclusively by the law of the Federal Republic of Germany, excluding conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 18 Closing terms

- (1) Changes and additions to these terms, as well as all legally significant statements and notices to be given in the context of the business relationship, must be in text form, unless these terms provide otherwise.
- (2) If any individual provisions of these conditions are or become wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. Instead of an invalid or unenforceable provision, the statutory regulation shall apply.