

GENERAL TERMS AND CONDITIONS OF SALE
in force commencing November 1, 2021

1. **Scope**

Sales and deliveries of **monta Klebebandwerk GmbH** ("*monta*" or "*we*" herein) are consummated in accordance with the following General Terms and Conditions of Sale ("*Terms of Sale*" herein), which the ordering party ("*purchaser*" or "*customer*") acknowledges through placement of the order or acceptance of the delivery. They also apply to all future transactions with the purchaser. The application of deviating and supplemental terms and conditions of the purchaser is excluded, even if *monta* does not expressly object to them. These Terms of Sale apply only to enterprises, entrepreneurs, entities under public law or special funds within the meaning of § 310 (1) of the German Civil Code (BGB).

2. **Contract formation**

- 2.1 Product offerings are targeted exclusively to entrepreneurs. We do not sell to consumers. The offerings of *monta* are nonbinding unless an offer is individually made to a particular customer with a binding acceptance deadline. A contract is formed either through the written order confirmation by *monta* or the contract is formed through delivery of the goods ordered by the customer. Or, alternatively, the contract is formed through acceptance of a contractual offer that is individually submitted to the particular customer with an acceptance deadline. These Terms of Sale apply in all cases of the formation of a contract. To be effective, oral agreements or promises to require written confirmation by *monta*.
- 2.2 *monta* retains all rights to the sales documents (particularly illustrations, drawings, weight and measurement specifications) and the specimens. They may not be made accessible to third parties and must be immediately returned to *monta* upon request. Such documents may be shared with third parties only upon the prior written consent of *monta*.
- 2.3 The field representative of *monta* is not authorized to enter, modify or rescind agreements or to make legally binding commitments with respect to the deliverable or other conditions.
- 2.4 Our information on the object of the delivery or performance (e.g., weights, dimensions, values in use, load capacities, tolerances and technical data) as well as our representations of the same (e.g., drawings and illustrations) are only approximate, unless the usefulness for the contractually designated purpose requires exact conformance. They are not guaranteed qualities, but descriptions or characterizations of the delivery or performance. Customary deviations and deviations which occur due to legal regulations, or which constitute technical improvements, as well as the substitution of ingredients with equivalent substances, are permitted as long as they do not compromise utility for the contractually designated purpose.

3. **Delivery periods and dates; reservation of right to supply raw materials**

- 3.1 There are no fixed delivery periods or dates. Delivery periods and delivery dates are binding only if *monta* has expressly, in writing, denoted them as "binding" or confirmed them and the purchaser has disclosed or made available to *monta* in a timely manner all required information and documents for executing the delivery and has made any stipulated advance payments as contracted. Stipulated periods begin with the date of the order confirmation or the date of offer acceptance by the customer. In the case of additional or expanded orders the periods shall be extended accordingly.
- 3.2 Deliveries are ex works *monta Immenstadt* (Incoterms 2020). The particulars for this are regulated in section 4 below and others.
- 3.3 Unforeseeable, unavoidable events beyond the sphere of influence and responsibility of *monta*, such as force majeure, war and natural catastrophes, release *monta* from the duty of timely delivery or performance for their duration. Stipulated periods are extended by the duration of the disruption; the purchaser shall be notified in an appropriate manner of the onset of the disruption. If the end of the disruption is not foreseeable or it lasts longer than two months, any party is entitled to rescind the agreement.
- 3.4 Should the purchaser be in default of acceptance or breach other duties to cooperate, *monta* is entitled to store the goods appropriately at the risk and expense of the purchaser. Regardless of its other rights, *monta* is entitled to rescind the agreement if a reasonable grace period set for the purchaser for acceptance of the delivery should lapse without results.
- 3.5 *monta* may make a reasonable number of partial deliveries if justified. This shall not apply in the cases mentioned in section 3.6.
- 3.6 *monta* reserves the right to correctly and/or timely supply the raw materials required for production of the ordered goods (**raw materials**) as follows: If *monta* is itself not correctly and/or timely supplied with raw materials, even though *monta* has placed congruent orders with its own raw materials supplier for raw materials that are required for the production of the ordered goods and has met its own contractual obligations with respect to its supplier, *monta* shall be exempt from the duty to perform for the duration of the untimely and/or incorrect procurement of raw materials and may, moreover, rescind the agreement in its own discretion. *monta* is obligated to promptly notify the purchaser about the unavailability of performance on the prospective or stipulated delivery date and will, in the event of rescission, promptly reimburse any consideration already tendered by the purchaser. Claims of the customer against *monta* are excluded in such cases, unless *monta* would be responsible for its own inability to deliver. If the incorrect and/or untimely supplying of *monta* with raw materials affects only individual items of a single order of the customer, *monta* is likewise entitled to rescind the agreement unless the customer declares in writing an interest in partial fulfillment of the agreement. If the latter is the case, *monta* shall be permanently exempt from the duty to perform without the need for a separate declaration by *monta*, subject to individual deviating agreements in such cases regarding the items affected by the incorrect and/or untimely supplying of *monta*.

4. **Place of performance; passage of ownership and risk, shipping, insurance**

- 4.1 The place of performance for all obligations arising from the contractual relationship is the domicile of *monta* (presently Immenstadt), unless otherwise specified. Risk passes to the buyer, at the latest, upon handover of the deliverable to the carrier, freight forwarder or else to third parties designated to carry out the transportation (with the start of the loading process being relevant). This also applies when there are partial deliveries, or we have taken on any other performances (such as shipping or installation). If the shipping or handover is delayed in consequence of a circumstance, the cause of which resides with you as the buyer, risk passes to you from the day on which the deliverable is ready for shipment, and we have notified you of this. You cover storage costs after risk passes. For storage by us, the storage costs amount to 0.25% of the invoice amount of the deliverable to be stored per completed week. The assertion and proof of additional or less storage costs remain reserved.
- 4.2 Shipments through us are insured only at the express wish and expense of the purchaser. In the course of this, the purchaser must, in advance, communicate the desired insurance risks and the corresponding insured amount(s) and agree up front to accept the insurance costs. When we take on the shipping, the shipment method and packaging are subject to our reasonable discretion.

5. **Prices, payment terms**

- 5.1 The prices apply to the scope of goods and services listed in the order confirmations. Additional or special services are invoiced separately. Prices are in euros ex works (Incoterms 2020), exclusive of packaging, plus statutory VAT, plus customs duty in the case of exports, fees and other public charges. The deduction of an early payment discount requires a special written agreement. If the parties have not agreed on a specific price, the price shall be determined according to the applicable price list of *monta* at the time of contract formation. The prices mentioned there are likewise exclusive of VAT. The above paragraph applies accordingly to exports. Any statutory value-added tax is always charged separately. If the deliverable is not delivered until four months after contract formation for reasons attributable to the purchaser, *monta* reserves the right to adjust the price. In cases of doubt, the then applicable list prices of *monta* apply.
- 5.2 Each invoice is payable to an indicated bank account strictly without deduction within 30 days of the invoice date. We deliver to new customers only with prepayment; the same applies to deliveries abroad unless otherwise agreed. Our receipt of the payment is controlling for the date of payment. Payments of the purchaser are not considered completed until *monta* has unconditional disposal of the amount.
- 5.3 If the purchaser has not been placed in default through a past due reminder notice from *monta*, the purchaser shall in any event be in default 30 days after the due date and receipt of the invoice.
- 5.4 If the purchaser is in default, *monta* is entitled to charge default interest in the amount 8 percentage points per annum over the respective base interest rate. The claiming of additional loss from default remains unaffected.
- 5.5 If after contract formation the risk of the purchaser having insufficient capacity to perform is discernible to *monta*, *monta* is entitled to supply still outstanding goods or services only upon prepayment or provision of security. If prepayment or the provision of security are not brought forth even after the expiration of a reasonable grace period, *monta* may rescind the agreement as a whole or in part regardless of further rights.
- 5.6 The purchaser is entitled to make a set off only if the purchaser's counterclaim is undisputed or legally final.
- 5.7 The purchaser is empowered to exercise a right of retention only to the extent the purchaser's counterclaim is based on the same contract and undisputed or legally final.
- 5.8 *monta* may condition a delivery to the customer upon prepayment of the gross amount of the invoice.

6. **Warranty, duty to inspect**

- 6.1 The prerequisite to any warranty rights of the purchaser is its proper fulfillment of all duties to inspect and object owed under § 377 of the German Commercial Code (HGB).
- 6.2 For each notice of defects, *monta* has the right to inspect and test the deliverable complained of. The purchaser shall grant *monta* the necessary time and opportunity to do this. *monta* may also require the purchaser to send the deliverable complained of to *monta* at the expense of *monta*. If a notice of defects from the purchaser proves to have been made intentionally or negligently without justification, the purchaser is obligated to reimburse *monta* for all expenses incurred in this context—e.g., travel and labor expenses or shipping costs.
- 6.3 If there are material defects in the delivered items, *monta* is obligated and authorized to first repair or replace the item at its discretion within a reasonable period. Should the attempt to cure fail twice—i.e., due to impossibility, unreasonableness, refusal or unsuitable delay in repair or replacement—the purchaser may rescind the agreement or reduce the purchase price commensurately.
- 6.4 The purchaser shall grant *monta* the necessary time and opportunity for the repair or replacement.
- 6.5 *monta* assumes no liability for losses incurred through inappropriate or improper use, incorrect assembly, incorrect placement in service, incorrect

handling or incorrect installation by the purchaser or through natural wear and tear, unless *monta* is responsible for the losses.

- 6.6 The materials, shipping and labor costs incurred for purposes of repair or replacement shall be assumed by *monta*, provided that the deficiency complained of by the purchaser is in fact detected.
- 6.7 If we are at fault for a deficiency, you can claim damages under the conditions specified in section 7.
- 6.8 The limitation period for the warranty claim for newly manufactured deliverables is 12 months from the time of the delivery. Special legal regulations, such as in the case of fraud or application of the Product Liability Act, remain unaffected.
- 6.9 When the buyer agrees to take delivery of used items in individual cases, any warranty for material defects is excluded.
- 6.10 All further claims of the purchaser related to defects are excluded unless otherwise provided in section 7.

7 Recovery of damages and limitation of liability

- 7.1 *monta* is liable for the recovery of damages
 - (i) for losses occasioned in an intentional or grossly negligent manner by *monta* or its legal representatives or agents;
 - (ii) for breach of material contractual duties through slight negligence, but restricted to foreseeable loss typical of contract;
 - (iii) according to the provisions of the Product Liability Act and any other compulsory statutory liability provisions;
 - (iv) otherwise for personal injuries culpably caused by *monta* or its legal representatives or agents.
- 7.2 If none of the case groups in section 7.1 applies, *monta* shall not be liable for damages. *monta* is expressly not liable for the consequences of improper modification or handling of the goods and for deficiencies which are based on normal wear and tear or were caused during transport.
- 7.3 Sections 7.1 and 7.2 apply to all claims for damages, irrespective of the legal grounds, particularly including liability arising from delayed delivery, impossibility of delivery, tort liability, intentional breach of contract and breach of the duty to negotiate in good faith.
- 7.4 The purchaser is obligated to take reasonable measures to prevent and mitigate loss.
- 7.5 If and when we provide technical information or advice and such information or advice is not within our contractually stipulated scope of services, it is uncompensated and bears no liability of any kind.

8 Transfer of *monta* goods and services; retention of ownership

- 8.1 Unless otherwise agreed, the customer shall acquire goods/products exclusively for its own use and shall, in particular, not resell or transfer them to third parties. The customer affirms that it has evaluated the goods and products and that they are fit as well as suitable for their intended use.
- 8.2 The customer shall respect the trademarks and brand names as well as the original packaging of *monta* and not misuse them.
- 8.3 We retain ownership of the sold goods until full payment of all of our present and future claims under the purchase agreement and an ongoing business relationship ("secured claims"). The purchaser shall store the retained goods for us without charge and undertakes to handle the retained goods with care while ownership has not yet passed to the purchaser. The purchaser shall adequately insure the retained goods for replacement value at its own expense against losses from fire, water and theft. If the retained goods are attached or subjected to other third-party interventions, as long as ownership has not yet passed to the purchaser, the purchaser is obligated to alert the third parties to the ownership rights of *monta* and notify *monta* in writing without delay so that *monta* can assert its ownership rights. The purchaser is liable toward *monta* for court and out-of-court costs incurred in this regard, unless the third party is capable of reimbursing *monta* for such costs.
We will release the retained goods if their value exceeds the amount of the secured claims by more than 25%. We are free to select which items to release under this formula.
If we should rescind (foreclose) the agreement due to the purchaser's breach of contract—especially for default in payment—we are entitled to reclaim the retained goods.

9 Product liability

If the purchaser sells the deliverables without modification or after combining them with other goods, the purchaser shall indemnify *monta* in their internal relationship against third-party product liability claims to the extent the purchaser is responsible for the defect which triggers the liability.

10 Industrial property rights

If the purchaser prescribes, through specific instructions, information, documents, drafts or drawings, how *monta* is to manufacture the deliverable products, the purchaser shall assume responsibility for ensuring that the rights of third parties—such as patents, utility models and other protected rights and copyrights—are not infringed by *monta*. The purchaser shall indemnify *monta* against all claims that third parties may make against *monta* for such infringement.

11 General provisions

- 11.1 Amendments and supplements to the agreement and/or these Terms of Sale as well as side agreements are required to be in written form. This also applies to an amendment of this written form requirement. With the exception of managing directors or authorized signatories, our employees are not authorized to enter into oral agreements deviating from this. Transmission

via telecommunications, particularly by fax or email, satisfies the written form requirement.

- 11.2 Should a provision of the agreement and/or these Terms of Sale be void, as a whole or in part, this shall not affect the validity of the remaining provisions hereof. The parties undertake in such case to replace the void provision with the valid provision that comes closest to the commercial purpose of the void term. If and to the extent that product information or user instructions accompanying a product contain or recite deviating terms from these Terms of Sale, the Terms of Sale shall have precedence, but not in the cases mentioned in section 6.11.
- 11.3 If the purchaser is a merchant, a legal entity under public law or a special fund under public law, the exclusive judicial venue for all disputes arising from the contractual relationship is Immenstadt. This also applies if the purchaser has no general judicial venue in the Federal Republic of Germany or has relocated purchaser's habitual domicile outside of Germany after contract formation. However, *monta* is authorized to institute proceedings against the purchaser at any other legal judicial venue.
- 11.4 The law of the Federal Republic of Germany shall apply, with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.5 Reference is made to the separate privacy policy regarding the requirements for the collection, processing and storage of your personal data. This can be viewed on our website www.monta.de.
- 11.6 In cases of doubt, INCOTERMS 2020 are controlling for the interpretation of commercial terms.