

## General Standard Terms and Conditions of Sale and Delivery of PB Solutions GmbH

### § 1 Validity of the terms and conditions

(1) The deliveries, services and offers of PB Solutions GmbH shall be made exclusively on the basis of these terms and conditions. These shall therefore also apply in their currently valid version to future contracts for the sale and delivery of movable items with the same buyer, even if they are not expressly agreed again. Counter-confirmations of the customer with reference to his terms and conditions of business or purchase are hereby expressly rejected. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale.

(2) Deviations from these terms and conditions shall only be effective if PB Solutions GmbH confirms this in writing.

### § 2 Offers and contract

(1) The offers of PB Solutions GmbH are subject to change and non-binding. Declarations of acceptance and all orders must be confirmed by PB Solutions GmbH in writing or by telex to be legally effective. We reserve the right to make technical changes as well as changes in form, colour or weight within the scope of what is reasonable. Proper self-delivery remains reserved. The contract shall only be concluded with the written order confirmation and - if no order confirmation has been sent - in any case with the delivery with the contents of the invoice.

(2) If the customer's order is to be qualified as an offer in accordance with § 145 BGB (German Civil Code), we may accept it within 2 weeks of receipt.

### § 3 Prices and terms of payment

(1) Unless otherwise stated in the order confirmation, prices are ex works.

(2) The prices include the standard packaging used by us, unless we show separate costs for this. Unless otherwise agreed, the customer shall bear all other ancillary costs, in particular additional packaging, freight costs and transport insurance.

(3) Our weight determination upon delivery shall be decisive for invoicing.

(4) The statutory value added tax is not included in the prices; insofar as it is incurred, it will be shown separately in the invoice at the statutory rate on the day of invoicing.

(5) Unless otherwise agreed, the payment claims of PB Solutions GmbH shall be due without deduction immediately after the agreed service has been rendered and the invoice has been received. The timeliness of payment shall be determined by the date of receipt of payment.

(6) In the event of default in payment as well as in the event of justified concern of a significant deterioration in assets that jeopardises our claim or insolvency of the client, we shall be entitled to suspend delivery or to make all existing claims due immediately. If the customer does not fulfil the claims within a reasonable period of time set by us, we are entitled to withdraw from all contracts.

(7) The customer shall only be entitled to rights of set-off and retention if his counterclaims are legally established, undisputed or recognised by us. Furthermore, the customer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. Set-offs are only permissible by mutual agreement and after prior written agreement.

(8) In the event of the provision of partial services, we shall be entitled to also invoice the contractual partner for this partial service provided.

(9) In the event that a term of payment is agreed, the day of delivery shall be deemed to be the cut-off date for its calculation, as well as for any interest calculations. Each order shall be deemed to be a separate transaction with regard to payment.

(10) If the customer is in default, we shall be entitled to demand interest at a rate of 8 percentage points above the respective base interest rate from the time the conditions for default arise. We reserve the right to claim further damages..

(11) PB Solutions GmbH is entitled to assign the claims arising from the agreed business relations.

### § 4 Scope of delivery and services, transfer of risk

(1) PB Solutions GmbH is entitled to partial deliveries and partial services at any time.

(2) Delivery dates are non-binding unless they are expressly designated as "delivery period".

(3) Unless otherwise agreed, delivery shall be ex works, i.e. the risk shall pass to the contractual partner - unless otherwise agreed - no later than 3 days after the goods have been made available and notification of readiness for dispatch has been given, as soon as the seller has handed over the item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the dispatch.

(4) Unless delivery "ex works" has been agreed, the means of transport and type of dispatch shall be chosen by us.

(5) Transport packaging and all other packaging in accordance with the packaging regulations will not be taken back. The customer is obliged to dispose of the packaging at his own expense.

(6) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for any additional expenses. In addition, PB Solutions GmbH may demand compensation for the resulting damage in the event of culpable default in acceptance or culpable breach of other duties to cooperate, insofar as this constitutes a breach of duty within the meaning of Section 280 (1) of the German Civil Code (BGB). We reserve the right to assert further claims.

(7) All events of force majeure or other impediments to performance for which we are not responsible pursuant to § 276 BGB shall release us from the performance of the contractual obligations assumed for as long as such events continue. We are obliged to inform the customer immediately if such an event occurs; at the same time we are obliged to inform the

customer how long such an event is expected to last. If our performance becomes permanently impossible as a result, we or the customer may withdraw from the contract. This also applies if such an event lasts longer than three months. In this case, the consideration shall be refunded without delay.

(8) The weights and quantities determined by us shall be decisive for the determination of weights and quantities.

### § 5 Claims for defects, warranty

(1) The customer must check the suitability of the products for the respective purpose. We do not assume any liability for the intended use deviating from our specifications and for any further processing as well as for any third party property rights existing in this respect.

(2) The customer's rights in respect of defects presuppose that the customer has properly fulfilled its obligations to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). As a rule, the customer must give notice of obvious defects without delay, at the latest within 5 days of receipt of the goods, and of hidden defects without delay, at the latest within 2 days of discovery.

(3) In the event of a defective delivery, the customer shall be entitled - at our discretion - to a replacement delivery or rectification of the defect ("subsequent performance"). In the event of rectification of the defect, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect. We have the right to refuse subsequent performance altogether if both types of subsequent performance are only possible at disproportionately high cost. If the subsequent fulfilment finally fails or if we refuse it, the customer shall be entitled, at his option, to demand withdrawal from the contract or a reduction of the purchase price. In the case of only minor defects, however, there shall be no right of withdrawal. The assertion of claims for damages shall be governed by § 7.

(4) The limitation period for claims for defects is one year from the time of the transfer of risk.

### § 6 Retention of title, security rights, insurance obligation

(1) PB Solutions GmbH retains ownership of the purchased item until all claims arising from the business relationship with the client have been fulfilled. Insofar as a current account relationship exists with the customer, the retention of title shall also apply to the respective recognised balance; the same shall apply insofar as a balance is not recognised but a "causal" balance is drawn, for example because the customer becomes insolvent or goes into liquidation. The retention of title shall expire upon settlement of the balance claim.

(2) The customer shall be obliged to treat the object of sale subject to retention of title ("goods subject to retention of title") with care; in particular, he shall be obliged to adequately insure them at his own expense against damage by fire, water and theft. The customer hereby assigns to us the claims to which he is entitled against the insurance company in the event of damage and undertakes to notify the insurance company of the assignment.

(3) Pledging or transfer by way of security of the reserved goods is not permitted. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business; however, he already now assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim, which accrue to him from the resale against his customers or third parties, irrespective of whether the goods subject to retention of title have been resold without or after processing. The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended. If this is the case, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs his debtors (third parties) of the assignment.

(4) If the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the goods subject to retention of title without first withdrawing from the contract. The customer already now allows us to enter his business premises during normal business hours and to repossess the goods subject to retention of title if these conditions are met. After taking back the goods subject to retention of title, we shall be entitled to realise them; the realisation proceeds shall be set off against the customer's liabilities - less reasonable realisation costs. We are also entitled to withdraw from the contract after setting a deadline.

(5) In the event of seizures or other interventions by third parties, the customer shall notify us in writing without delay so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss.

(6) The processing or transformation of the reserved goods by the customer shall always be carried out for us. If the goods subject to retention of title are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the goods subject to retention of title (final invoice amount, including VAT) to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods subject to retention of title.

(7) If the goods subject to retention of title are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.

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(8) To secure his claims against us, the customer also assigns to us the claims which accrue to him against a third party through the combination of the reserved goods with a property.

(9) PB Solutions GmbH undertakes to release a corresponding part of the securities to which it is entitled at the request of the client insofar as the realisable value of all its securities exceeds the claims to be secured by more than 10 percent. We shall be entitled to select the securities to be released.

### **§ 7 Limitation of liability**

(1) PB Solutions GmbH is liable to the client for damages without limitation in accordance with the statutory provisions in the case of intentional or grossly negligent breaches of duty (including fraudulent intent), injury to life, limb and health, insofar as PB Solutions GmbH has expressly assumed a guarantee or a procurement risk, or in the case of liability in accordance with the Product Liability Act.

(2) Beyond the cases mentioned PB Solutions GmbH shall only be liable in the event of negligent breach of essential contractual obligations. In this case, however, the liability of PB Solutions GmbH is limited to the typical, foreseeable damage. Essential contractual obligations are all contractual obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. The above provisions shall also apply in the event of fault on the part of our legal representatives or vicarious agents.

(3) Liability is excluded in all other respects.

### **§ 8 Place of jurisdiction and applicable law**

The law of the Federal Republic of Germany shall apply exclusively, with the exception of its private international law; the UN Convention on Contracts for the International Sale of Goods shall not apply. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the Stuttgart Local Court.

### **§ 9 Final provisions**

Should any provision in these terms and conditions or in the context of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

As of 02/2021

**PB Solutions**