

General Terms and Conditions of the Semco Group including the FINIGLAS Veredelungs GmbH

1. General information

1.1 The following General Terms and Conditions (GTC) apply to all legal relationships between us as the contracting company of the Semco Group and our clients (hereinafter "client").

1.2 Conflicting or deviating terms and conditions of the client are not subject terms of contract, even if we execute a contract without expressly objecting to such terms and conditions.

2. Contract initiation and conclusion

2.1 Our offers are subject to confirmation.

2.2 We are entitled to accept our clients' offer of contract within 2 weeks after receipt thereof. We can accept said offer in writing or by delivering the goods or rendering the service.

2.3 The scope of services complies with our order confirmation. We do not check or consider any other purposes of the service unless explicitly stipulated.

3. Purchase price, offsetting, retention, assignment

3.1 In the case of transactions with corporate clients, we have the right to increase our prices appropriately, insofar as delays result with regard to stipulated delivery and production dates for which the buyer is responsible. The right to increase prices only includes cost increases that arose after contract conclusion; in particular, due to wage increases and material price increases. Upon request, we will verify the price increase resulting from this to the client.

3.2 Insofar as an agreement on compensation between the contracting parties satisfies an effective contract conclusion, the prices listed in our price list on the day of contract conclusion as well as the discounts (if applicable) agreed upon with the client apply. This applies if the contracting parties agreed on the compensation for the service we are to render but not on the amount of the price. All prices are ex works plus freight charges, statutory tolls and a surcharge for energy costs (EKZ) as well as the value added tax at the respective applicable rate.

3.3 If the client hands over waste glass for disposal within the scope of a delivery or deposits waste glass on an available reusable glass rack for collection and disposal, we charge – unless otherwise stipulated – the customary and appropriate fees plus a handling fee of 20%.

3.4 The purchase price claims indicated in our invoices are due immediately. Please authorize payments indicating the invoice number. Notwithstanding § 286 section 3 sentence 1 of the German Civil Code (BGB), the client defaults 30 days after invoice date and due date of the claim. § 353 of the German Commercial Code (HGB) remains unaffected.

3.5 We can request instalments to a reasonable extent for rendered or stocked services/deliveries. Permissible partial deliveries are charged immediately; the invoices are respectively due immediately or after expiration of the stipulated term of payment.

3.6 The client can only offset our claims against undisputed claims that are established as final and absolute or claims that are ready to be decided as well as claims, which are in a synallagmatic relationship with our claim.

The client is not entitled to exercise a right of retention against our claims from a contract based on another claim which does not arise from this contract.

3.7 The commercial right of retention according to § 369 of the German Commercial Code does not apply to the client. Without prejudice to the provision defined in § 354a of the German Commercial Code, the client cannot assign claims he/she/it has against us to third parties. If the client is a consumer, the assignment of warranty claims is excluded from this prohibition.

3.8 If we become aware of facts after the contract conclusion, specifically default of payment regarding earlier deliveries, which after best commercial judgement suggest that the purchase price claim is at risk due to the client's inability to pay, we are entitled to request the client to choose prepayment or corresponding securities upon setting a reasonable deadline and in the case of refusal to withdraw from the contract, whereby the invoices for already executed partial deliveries will become due with immediate effect.

4. SEPA direct debit

The time limit for the pre-notification is one business day prior to the due date of the claim or prior to direct debit collection for already due claims.

5. Group invoicing clause

In the case of transactions with corporate clients, we are entitled to offset claims of the Semco Group against all of the client's claims, regardless of the legal grounds they are based on, even if the claims have different due dates. The legal offsetting bans, particularly §§ 390 and 393 of the German Civil Code remain unaffected. In addition to the Semcoglas Holding GmbH, the Semco Group includes all subsidiaries that operate under the name "Semcoglas", "FINIGLAS", and "Semco" (refer to www.semcomglas.com/nc/unternehmen/standorte.html).

6. Delivery, passing of risk, packaging

6.1 As far as we did not expressly stipulate a delivery date as a binding term of delivery, the delivery dates we are informed of are merely non-binding. A term of delivery commences when we have received all documents from the client that are required to execute the order. In the case of delayed delivery, our client cannot withdraw from the contract until the client has given us an appropriate, at least three-week period of grace for delivery and this period has elapsed unsuccessfully.

6.2 We deliver by making the goods available at our location, excluding packaging, transport and insurance. The client or the client's agent is responsible for loading the vehicle during pickup from the delivery point and for observing the legal provisions regarding the transport of hazardous materials.

6.3 If we agreed on shipment in individual cases, we always ship the goods according to the client's wishes in accordance with § 447 of the German Civil Code at the client's risk and expense. If there is no one on location at the time of delivery, the client allows the goods to be delivered at a suitable location on the client's premises.

6.4 Insofar as our employees help with loading and unloading work outside our contractual scope of services, they are doing so solely on behalf of the client. Therefore, damage to the goods or any other damages caused are to the detriment of the client.

6.5 Transport packaging and racks remain our property, insofar as they are not disposable. The client is obligated to return said packaging immediately. Non-returnable packaging, whether transport packaging/racks or other packaging in compliance with the German Packaging Act cannot be returned to us by corporate clients. The corporate client is obligated to arrange for the disposal of this packaging at its own expense.

6.6 The goods are delivered routinely using returnable racks, for which our special terms for the delivery of goods with returnable racks additionally apply (refer to www.semcomglas.com/service/sonderbedingungen.html). Returning the reusable racks late will give rise to claims to a contractual penalty.

7. Title retention

Insofar as delivery against prepayment was not agreed upon, the following rules apply to title retention:

7.1 The purchased goods do not become the client's property until the client has fulfilled all of his/her/its obligations resulting from business relationship we have with one another. Title retention also applies to the acknowledged current balance of account insofar as we book receivables from the client into current accounts (current account reservation).

If the client is a consumer, ownership is passed to the client when he/she/it has settled our claim resulting from this transaction.

7.2 Taking back goods subject to title retention only constitutes withdrawing from the contract if we expressly declare this in writing. If we withdraw from the contract, we can demand appropriate compensation for the duration the goods were left with the client for use.

7.3 The client is not authorized to pledge, assign by way of collateral, or otherwise burden the goods subject to title retention.

7.4 In the event of default unauthorized disposition, a significant worsening of the client's financial status, note and cheque protest, or if the client or a third party files insolvency proceedings against the client, we are entitled to take possession of the goods subject to title retention – even after having been processed or used. The client is obligated to surrender the goods.

In the case of corporate clients, we are entitled to enter the client's company to seize the goods subject to title retention, to request useful information as well as to view the client's books as required.

7.5 If the client is an entrepreneur, the following also applies:

As long as the client properly fulfils his/her/its obligations to us, the client is authorized to resell the goods subject to title retention in the normal course of business; however, this does not apply if and to the extent to which a prohibition of assignment regarding the purchase price claim has been stipulated between the client and his/her/its buyer. The client herewith now assigns to us all claims amounting to the grand total of the invoice (including VAT) accrued against a third party from the resale, regardless of whether the item purchased was resold with or without further processing. We hereby accept said assignment. After assignment, the client is authorized to collect the claim. This does not affect our authority to collect the claim ourselves. We reserve the right to collect the claim ourselves, as soon as the client does not properly meet his/her/its payment obligations and is in default.

Should we have a tangible reason for concern that the client is not fulfilling or will not be able to fulfil his/her/its obligations to us, the client must, upon our request, inform his/her/its buyers of the assignment, refrain from any disposition regarding the claims, provide us with all required information on the inventory of goods subject to our ownership rights and on the claims assigned to us as well as give us the documents for the assertion of the assigned claims. We must be immediately informed of third-party access to the goods subject to title retention and the assigned claims.

In the event of resale, the client is obligated to stipulate title retention with his/her/its client without disclosing the title retention stipulated with us.

The processing and conditioning of the goods by the client is done on our behalf and on our instructions. If objects that do not belong to us are processed, we acquire co-ownership of the new object proportionate to the value of the goods we delivered to the other processed objects. The same applies if the goods are mixed with other objects that do not belong to us. If combined or mixed in a way that the client's object becomes the primary item, it is deemed agreed that the client transfers proportional co-ownership to us. The client safeguards the resulting sole or co-ownership for us.

If the client sells goods for which we only have proportional ownership, the client will cede the claims against third parties at the respective partial amount to us; we accept said cession. If the client uses the goods subject to

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title retention in line with a service (or similar) contract, the client will assign the therefrom resulting claim (for compensation) in the amount of the merchandise value (including VAT) we supplied; we accept said assignment.

7.6 We commit to releasing the securities to which we are entitled at the client's request provided the realizable value of our securities does not exceed that of the claims secured by more than 10%.

8. Defects, warranty, guarantee, obligations to give notice of defects

8.1 If the client is an entrepreneur, we initially warrant defects of the goods at our own option by means of rework or replacement. If the client is a consumer, the option passes to us with the expiration of the appropriate period we granted the consumer to state his/her/its choice. We are entitled to refuse the client's type of selected supplementary performance if it is only possible with disproportionate costs and the other type of supplementary performance does not involve any significant disadvantages. If supplementary performance fails, the client can either choose reduction of payment (reduction) or withdrawal from the contract (withdrawal). The client's right to demand compensation or reimbursement of expenses in addition to withdrawal in a lawful manner remains unaffected, with the exception of limitations for the client's damage claims in accordance with section 9.

8.2. Regarding the contractually owed quality of our goods in the flat glass industry, the "Guide to the Product Properties and Technical Instructions" applies. This guide can be accessed at www.semcoflas.com/service/sonderbedingungen.html or if you like, we can send it to you by post. The "Guide to thermally curved glass in the building industry" (for curved glass) is also relevant in its respective scope for the determination of quality-related defects. Any deviations from the aforementioned must be separately stipulated between the client and us prior to contract acceptance.

8.3 The intended notice of defect according to the statutory obligation to notify defects pursuant to § 377 of the German Commercial Code can only be effectively declared by the corporate client in writing. The period permitted for the examination and sending notice of a defect is 3 days. Our client must properly check the goods we packed for defects and also remove the packaging in the course of this inspection. In any case, the inspection of the goods must take place prior to processing or installing the goods; obvious defects detected in this manner must be notified to us within the aforementioned period permitted for the examination and sending notice of a defect and prior to processing or installation. All other statutory requirements as per § 377 of the German Commercial Code remain unaffected.

Irrespective thereof, the following applies to clients who are consumers: Warranty claims are excluded if the client does not notify us of apparent defects within a period of 10 working days starting on the day the goods are received until the notification is sent in writing (§ 126 b of the German Civil Code).

8.4 The delivery of goods free from defects for the purpose of supplementary performance generally only takes place simultaneously with the surrender of the defective goods. We are entitled to refuse replacement delivery if the client has already effectively used the defective goods. Nevertheless, if the client can request replacement delivery, we can assert compensation for lost value from the benefits derived and refuse supplementary performance until the respective amount has been paid.

8.5 If we provide services in the search for, inspection or rectification of defects without being obligated to do so and the client has wrongly notified us of defects, the client must compensate us for the costs we accrued in this respect.

8.6 The statute of limitations for warranty claims of corporate clients is one year; in cases in which the warranty is based on the sale of an object which was, in accordance with its customary application, used for a building structure and which caused its deficiency, five years. The statute of limitations commences with the delivery of the sold object. § 479 of the German Civil Code remains unaffected.

8.7 Corporate clients cannot assign their warranty claims or the rights to alter a legal relationship that said client has against us to third parties.

9. Liability, statute of limitations

In cases of contractual and non-contractual liability, we only indemnify or pay compensation for fruitless expenditures according to the following:

9.1 We are liable for damages in the full amount in the case of intent or gross negligence.

9.2 In the absence of a quality that we guaranteed or assured the client, we only assume liability amounting to foreseeable, typical damage, which was to be prevented by the guarantee or the assurance, insofar as the absence of the guaranteed/assured quality is not for its part based on intent or gross negligence.

9.3 In the case of ordinary negligent breaches of duty, our liability is limited to the foreseeable, immediate average damage typical for this type of

contract based on the type of goods. This also applies to ordinary negligent breaches of duty by our legal representatives or vicarious agents.

We are not liable to corporate clients in the event of an ordinary negligent breach of immaterial obligations which does not pose a risk to the contractual purpose. Other claims against us or our authorized representatives, in particular based on compensation for damages or reimbursement of expenses, regardless of the legal grounds, are excluded.

9.4 The statute of limitations for damage claims asserted by our clients is one year, excluding damage claims due to a defect in the cases as per §§ 438 sec. 1 no. 2, 437 no. 3 of the German Civil Code and § 634a sec. 1 no. 2, 634 no. 4 of the German Civil Code.

9.5 The preceding limitations of liability in sections 9.2 to 9.4 do not apply to the client's claims resulting from the Product Liability Act or physical injuries and damages to health for which we are responsible or the loss of the client's life or in the case of liability in accordance with section 9.1.

Other statutory limitations of liability and reasons for exemptions from liability remain unaffected.

9.6 If we do not render our service for reasons the client is responsible for, the client must pay compensation amounting to 10% of the stipulated price. The client is at liberty to prove that we merely suffered a lesser loss or no loss at all. In the event we suffered greater damage, we are not bound to the lump sum for damages.

10. Involvement in product liability cases

In line with product liability cases, the client is obligated to contribute support in notifying the end customers as well as processing (e.g. transmission of the end customer data, informing the end customers of the product liability case, requesting the end customers to return the concerned item, sending the concerned item to us, etc.) and if applicable, to take measures required for the elimination of the hazard; possibly at the client's location as well as after corresponding instruction and position of the material (e.g. testing of affected parts for defectiveness, disassembly and reassembly of affected product parts, etc.).

11. Data privacy

11.1 Both parties will observe the applicable regulations pertaining to data privacy (particularly the General Data Protection Regulation [GDPR] and the Federal Data Protection Act [BDSG]).

11.2 We store and process the personal data required to process (order) requests and conducting business transactions (e.g. name, address, names of the authorized representatives and contact persons, telephone and fax numbers, email addresses, if applicable birth date, bank details, tax number, delivery data) in accordance with the statutory provisions on data protection (article 6 sec. 1 of the GDPR).

11.3 The collected and received data usually remain stored for the duration of the contractual relationship until the statute of limitations of any claims and taking the statutory retention periods into account. The data is erased as soon as the stored data is no longer required for the purposes it was collected and/or processed.

11.4 In the event of a legitimate interest (e.g. third-party service provision, payment processing, credit assessments and securing receivables/claims, in particular in the case of services provided in advance, defending or pursuing claims, failure to pay claims for payment, processing cases of damage) we provide third parties with the data required, which, on their part, are obligated to data privacy in the same manner in accordance with the applicable, relevant, binding regulations and laws or are subject to special obligations of confidentiality. In particular, these third parties can include:

- suppliers, transport and installation companies
- banks and insurance companies
- credit companies and credit enquiry agencies
- lawyers or other providers of legal services
- tax accountants and auditors

11.5 We point out that the data subject has the right of access (art. 15 of the GDPR, § 34 of the Federal Data Protection Act), to rectification (art. 16 of the GDPR), to restriction of processing (art. 18 of the GDPR, § 35 of the Federal Data Protection Act), to data portability (art. 20 of the GDPR) and to erasure (art. 17 of the GDPR, § 35 of the Federal Data Protection Act) by us as the processor regarding his/her/its stored personal data under the provisions of the GDPR and the Federal Data Protection Act (BDSG). A simple notification sent to the Semcoglas Holding GmbH, Langebrügger Straße 10, 26655 Westerstede, by fax no. 04488/840-401 or by email to info@semcoglas.de or to the location of the Semcoglas Group you are in contact with indicating name, company, address or if applicable client number suffices in exercising these rights.

11.6 A data security officer is available to you regarding any issues you may have pertaining to data privacy. Please use the following contact information:

Tel.: 04488/840-0

Email: datenschutz@semcoglas.de

11.7 Furthermore, every data subject has the right to lodge a complaint with a supervisory authority, in particular in the Member State of their habitual residence, place of work or the place of our head office if the data subject believes that the processing of his/her/its personal data is illegal (art. 77 of the GDPR, § 40 of the Federal Data Protection Act).

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12. Settlement of disputes, place of fulfilment, place of jurisdiction, choice of law, severability clause

12.1 In the event of disputes with clients who are consumers, we are neither willing nor obligated to participate in a dispute settlement procedure with the involvement of a consumer arbitration board. Proceedings at regular courts apply.

12.2 If the client is a merchant, corporate body under public law or special fund under public law the following applies: Our registered office is the place of fulfilment for the services to be rendered by us and our clients as well as the place of jurisdiction for all disputes.

12.3 German law applies excluding the UN Convention on Contracts for the International Sale of Goods.

12.4 If individual clauses in these GTC are completely or partially invalid or incomplete, this does not affect the validity of the other clauses or the other parts of such clauses.