

Unless agreed otherwise in writing all goods ("Goods") are supplied by and all services or quotations are provided by Infiana Germany GmbH & Co. KG ("we" or "us") to our contractual partner ("Customer") solely on the basis of and conditional on the Customer's assent and agreement to the following General Terms and Conditions of Sales ("GTC"). Notwithstanding the above, if these GTCs are construed as an acceptance, or as a confirmation acting as an acceptance, of Customer's order, then our acceptance is EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN CUSTOMER'S WRITING. Further, these GTCs shall be deemed notice of objection to such terms and conditions of Customer. If these GTCs are construed as an offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Customer's acceptance of the Goods or services shall manifest Customer's assent to these GTCs. Our shipment of the Goods shall not be interpreted as acceptance of any terms and conditions of Customer which are different from any terms and conditions contained herein.

1. Entire Agreement

These GTCs together with any other document agreed by us and the Customer constitute the entire and only agreement (the "Agreement") between the parties relating to the supply of Goods and / or services by us to the Customer and supersede any previous form of general terms and conditions supplied by us to the Customer.

2. Prices, Offsetting, Withholding

2.1 Unless agreed otherwise in writing all prices shall be adjusted (increased or reduced) in accordance with the resin index applicable at the time of delivery of the Goods. Our price list in force at the time of delivery of the Goods shall apply.

2.2 In addition to and not in lieu of Section 2.1, we shall be entitled to increase our prices anytime for any other reason. All such price increases shall be effective: (i) for all orders received after the effective date of the price increase; and (ii) for all Goods which are shipped more than two (2) months after the effective date of the price increase, even if the order for such Goods was received prior to notice of the price increase.

2.3 All prices and charges are based on our price list in force at the time of delivery and exclude VAT and any other present or future taxes (including but not limited to federal, state, local or other taxes, charges and duties). Whenever in our reasonable judgement such taxes are applicable, they will be added to our invoice as a separate charge to be paid by Customer promptly upon demand unless Customer provides us with a valid exemption certificate acceptable to us and the appropriate taxing authorities. Any such taxes paid by us at any time will be repaid by Customer. Customer shall be solely responsible for any liability for any state or local use taxes imposed on the purchase of Goods hereunder.

2.4 Customer shall not be entitled to set off claims or to withhold payments on the basis of any counterclaims that it may have against us.

3. Advance Payment - Securities

In the event of Customer defaulting payment of any invoice or if other facts become known to us, which have the potential to significantly impair the credit standing of the Customer and which jeopardise payment of our outstanding claims, all invoices for all deliveries made/services rendered by us shall become immediately due for payment and we may reject or hold orders, or withhold deliveries under any order, until the full account is settled. In addition, we shall be entitled to require advance payments or collateral security for future orders.

4. Checking of samples / trial reels

The Customer shall check any samples and trial reels submitted by us for all properties of importance in the use of the later Goods and approve the samples / trial reels in writing within a reasonable period of time. If changes are required, they must be marked clearly. It is the responsibility of the Customer to ascertain that Goods manufactured with / according to the approved samples / trial reels are suitable for the purpose intended by the Customer.

5. Tolerances, Quality, Information

5.1 Quantity tolerances per design in m² of up to 10% - with small orders for less than 4,000.00 m² or orders that are difficult to process up to 30% - attributable to the material and production process shall be permissible.

5.2 Goods shall be prepared in accordance with industry standards and any deviations from the Specifications (as defined below) that do not have an adverse effect on usability shall not be a breach of the warranty for the Goods.

5.3 All statements, services, information and recommendations about our Goods and services and the use or application of such Goods or services, including not limited to pictures, drawings, printing samples, dimensions, weights, and technical data information in advertising and technical prospectuses that are published by us ("Information"), are based on our experience and shall only be considered approximate. If we provide Information and this Information is not included in the services to which we have committed ourselves in the Agreement, this shall be done free of charge and such Information does not constitute an express or implied guarantee or warranty as to accuracy, or results to be obtained.

6. Title

6.1 Title to the Goods shall only pass to the Customer when the Customer has discharged all liabilities arising from the business connection with us, including the honoring of bills of exchange and cheques ("Reserved Goods").

6.2 Unless otherwise agreed, the Customer shall carry out any processing or modification of the Reserved Goods for us as the manufacturer, without any obligations for us arising from this. If the Reserved Goods are processed together with materials of other owners or if the value of the processed Goods is higher than the value of the Reserved Goods, we shall become joint owner of the new goods according to the pro rata invoice value of the Reserved Goods to the value of the new Goods. In the event that we do not become co-owner this way, the Customer already assigns his future ownership or the above ratio of joint ownership of the new goods that are created to us as security. The aforesaid applies mutatis mutandis with respect to the goods created by processing the Goods.

6.3 The Customer shall be entitled to resell the Reserved Goods in the ordinary course of business, provided that Customer is not in default with payment and that Customer does not arrange non-assignability with his customer. The Customer hereby assigns the claims arising from the resale, including all ancillary rights and any current account claims, to us - in the case of joint ownership, Customer shall assign a proportion of the claims that equals the share owned. The same shall apply to other claims that take the place of the goods supplied or are created otherwise with respect to the goods supplied, such as insurance claims or claims arising from tortious acts in the case of loss or destruction. We authorize the Customer to collect the claims ceded to us in his own name for our account. If the Customer breaches the Agreement, in particular if Customer is in default payment or if an application to institute insolvency proceedings with respect to his assets is submitted, we shall be entitled at any time to (i) revoke the authorization to collect payment, (ii) the third party debtor of the assignment or/and to require the Customer to disclose the assignment and (iii) to be provided by Customer with all information and records necessary for the collection of the claims. Reserved Goods shall not be pledged or title thereto transferred as collateral.

6.4 If the Customer defaults on payment, we shall be entitled to rescind the contract and require the Customer to return the goods without any further grace period for rectification. After the goods have been returned we shall be authorized to utilize same. Our right to assert additional claims for compensation shall remain unaffected by the foregoing.

6.5 If the value of the securities to which we are entitled exceeds the value of our secured claims by more than 50 %, we shall select and release securities in excess of this figure on request of the Customer.

7. Term of Delivery, Force Majeure

7.1 Delivery shall be ex works (EXW, Incoterms® 2010) for international shipments at our designated shipment point, which is also the place of performance.

7.2 All shipping dates are tentative. We reserve the right to postpone delivery if the Customer does not provide necessary assistance or if the Customer requests subsequent changes to the Agreement.

7.3 We shall not be liable for nonperformance or for delays in delivery to the extent that same have been caused by force majeure or other events for which we are not responsible and which were not foreseeable when the Agreement was concluded (including but not limited to: acts of God or public enemy; terrorist acts; power outage; accidents; interruptions in operation of any kind; transport delays; strikes; lockouts; shortage of or inability to obtain employees, equipment, adequate or suitable raw materials or transportation facilities; difficulties to obtain necessary permits from authorities; action by the authorities; and non-delivery, incorrect delivery or delays in delivery by suppliers).

8. Delay in Taking Delivery

If the Customer fails to take delivery as agreed or if our delivery is delayed for reasons for which the Customer is responsible, we shall be entitled to demand compensation for all losses arising therefrom, including without limitation storage costs, abortive journeys or part deliveries. We shall be entitled to receive a lump-sum compensation for storage costs in the amount of 0.5% of the invoice amount for the Goods stored per completed week up to a maximum of 5% of the invoice amount, starting with the delivery date or - if there is no delivery date - with the notification that the Goods are ready for dispatch. Such amounts shall be paid by Customer within ten (10) days of invoice by us. The parties acknowledge that such sum is intended to be a reasonable estimation of the storage costs for the delayed delivery and is not intended as a penalty to Customer. We reserve the right to assert demonstrably higher damages. Our statutory claims and rights shall remain unaffected. The amounts paid by Customer as set forth above, shall, however, be deducted from any further claims for damages.

9. Taking of Deliveries

The Customer shall take and pay all orders no later than three months from the confirmed delivery date or - if there is no delivery date - from the date of notification that the Goods are ready for dispatch.

10. Customer Pick-Up

In the event Customer desires to pick up the Goods from our facility, Customer shall schedule an appointment with us no later than twenty-four (24) hours in advance. If Customer cancels or reschedules its appointment within twenty-four (24) hours of its scheduled appointment, Customer shall be responsible for any and all of our costs and expenses associated with Customer's cancellation or rescheduling of such appointment.

11. Late Payment Charges

Invoices not paid until the agreed payment date shall accrue a late payment charge of 1.5% per month, or the maximum amount permitted by law, whichever is greater, on the unpaid balance until paid ("Late Fee"). The imposition of a Late Fee is not intended to infer any consent, acquiescence or

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other agreement, expressed or implied, by us to forbear or otherwise defer collection of unpaid invoice amounts. Customer confirms, acknowledges and agrees that it would be expensive to attempt to determine the actual damage sustained by us as the result of the default payment of any individual account and that the charge of 1.5% per month referred to above represents a reasonable endeavour to fix our minimum probable loss resulting from delinquent payment, that such charge bears a reasonable relation to such loss and that such charge is reasonable in amount. In the event we commence a collection action, we shall be entitled to recover our reasonable attorney fees, expenses and costs associated with collection of unpaid amounts.

12. Properties of Goods

All Goods are manufactured by us to conform with: (i) our product requirements which are applicable for this type of product in our normal business practice, and (ii) the requirements which are specifically agreed between the Customer and us (collectively "Specifications"), subject to the provisions of Section 5 above.

13. Inspection by Customer

Customer shall carry out an inspection of all Goods immediately upon receipt. All claims of any nature shall be barred unless we receive written notice of any failure to conform to the warranty set forth below ("non-conformity") within ten (10) business days after receipt of the Products. In respect of non-conformities which a reasonable and diligent Customer could not have discovered during a thorough inspection ("Hidden Defect"), Customer must notify us thereof within ten (10) business days after discovery of the Hidden Defect. Customer's sole and exclusive remedy for any nonconformity is set forth in Section 14.2 below. FAILURE TO NOTIFY US OF ANY NON-CONFORMITY WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF ANY GOODS (OR IN THE CASE OF HIDDEN DEFECTS AS DEFINED ABOVE: DISCOVERY OF THE HIDDEN DEFECT) SHALL CONSTITUTE ACCEPTANCE OF SUCH GOODS AND WAIVER OF ALL CLAIMS WITH RESPECT TO ANY NON-CONFORMITY.

14. Warranty

14.1 We shall be under a duty to accept claims arising from the delivery of defective Goods only if the Customer has fully complied with (i) its duty to inspect the Goods and notify defects under Section 13 above and (ii) its duty to notify us that the Goods are to be used in a Critical Application in accordance with Section 18 below.

14.2 The Goods are warranted for six (6) months from date of shipment to be free from defects in material or workmanship and to conform to the Specifications subject to the provisions of Section 5 above. This warranty applies solely to the original Customer and creates no rights or obligations for any third party. Upon the determination to our satisfaction that the Goods were stored and used by Customer in accordance with our suggested, applicable standards (if any) and not damaged during transportation, Customer's sole and exclusive remedy for breach of this warranty shall be the replacement of the defective Goods or, at our option, the issuance of a credit or refund in an amount up to the purchase price of the defective Goods. In no event shall we be responsible for claims beyond the purchase price of the defective Good. Customer will maintain traceability of converted Goods to confirm a claim is based on our actual Goods, and lack of traceability may result in denial of a claim in whole or in part.

14.3 THE WARRANTY SPECIFICALLY SET FORTH IN SECTION 14.2 ABOVE IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. WE EXPLICITLY AND SPECIFICALLY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES. It is the responsibility of the Customer to check whether the Goods we supply are suitable for the purpose planned by the Customer.

14.4 CLAIMS NOT FILED BY CUSTOMER WITHIN 12 MONTHS OF SHIPMENT OR SERVICE DATE ARE WAIVED AND BARRED.

14.5 Samples, trial reels etc. as well as of advice, information and suggestions about the use, processing and possible applications of our Goods are only indicative and shall never bind us unless we have expressly agreed to the contrary.

15. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION HEREOF OR APPLICABLE LAW OUR LIABILITY FOR DAMAGES CAUSED BY US, OUR CORPORATE BODIES, SUBCONTRACTORS, EMPLOYEES, VICARIOUS AGENTS (*ERFÜLLUNGSGEHILFEN*) OR OTHER ASSOCIATES (*HILFSPERSONEN*) SHALL BE LIMITED AS FOLLOWS: (I) IN NO EVENT WILL WE BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT, OR PUNITIVE DAMAGES IN CONNECTION WITH THESE GTC OR ANY ORDER, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR BUSINESS INTERRUPTION, WHICH FOR THIS PURPOSE SHALL BE CONSIDERED TO BE INDIRECT DAMAGES, LOSS OF USE OF THE GOODS, OR LOSS OF GOODWILL EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) NOTWITHSTANDING WHETHER ANY REMEDIES SPECIFIED HEREIN ARE DEEMED TO FAIL OF THEIR ESSENTIAL PURPOSE, OUR LIABILITY TO CUSTOMER WILL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE GOODS OR SERVICES ON WHICH SUCH LIABILITY IS BASED. IN CASE THAT WE OR OUR CORPORATE BODIES ACT GROSSLY NEGLIGENT AS WELL AS IN CASE OF INTENTIONAL MISCONDUCT THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY.

16. Default and Cancellation

Orders accepted by us cannot be cancelled or modified except with our written consent and upon terms that will indemnify us against loss. In particular, but not limited, Customer shall be responsible for the costs associated with all work in progress, any inventory, any costs in preparatory work and raw materials acquired specifically for the Goods. Customer will be responsible for all non-recoverable costs incurred by us related to such cancellation or modification and will be invoiced accordingly.

17. Customer Supplied Materials

In the event that Customer provides any designs, labels, or other instructions for the manufacture of the Goods (collectively "Customer Supplied Materials"), the Customer shall be responsible for verification of whether the Goods we manufacture in accordance with the Customer Supplied Materials infringe the intellectual property rights of third parties. The Customer will indemnify, hold harmless and defend us against all any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) arising in connection with third party claims that the Goods infringe or misappropriate intellectual property rights as a result of use of Customer Supplied Materials.

18. Critical Applications

Goods intended for the below mentioned critical applications (hereinafter: the "Critical Applications") require special arrangements in terms of technical production, quality control, traceability and regulatory framework. Therefore, unless otherwise provided for explicitly in any specific agreement with Customer, the Goods are not designated for the manufacture of products for or the use in Critical Applications. In the event Customer is considering use of the Goods in any Critical Application Customer shall notify us in advance. Critical Applications are:

- Medical devices and/or pharmaceutical applications;
- Automotive and/or vehicle construction;
- Aviation and/or aerospace;
- Rotor blades for wind turbines; and
- Military, space and defense.

In the event of any use of the Goods in Critical Applications, the following provisions shall apply and shall supersede any conflicting provisions in these GTCs: (i) WE PROVIDE THE GOODS "AS IS" AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; and (ii) Customer will indemnify, hold harmless, and defend us against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) arising in connection with third party claims for death, personal injury or property damage based on the Goods.

19. Shelf Life

Unless otherwise specifically agreed in writing, Shelf Life of the Goods is six (6) months starting from the date of shipment of the Goods to the Customer. "Shelf Life" means the period during which the Goods can be stored and processed without deterioration in their technical characteristics, provided that the Goods are stored in accordance with the storage guidelines issued by us.

20. Storage and Converting Guidelines

The client undertakes to follow the storage and converting guidelines as described in the datasheets, which if not already supplied can be requested. We shall not be liable for any damages caused due to noncompliance.

21. Printing Documents - Production Resources

Unless special agreement is made to the contrary, we shall not be obliged to archive printing documents and production resources for more than 12 months after delivery of the last order produced using same.

22. Partial Invalidity

If any provision of this Agreement or any provision included in it later is or becomes void or invalid in whole or in part this shall not affect the validity of the other provisions and the invalid provision shall be replaced with a valid replacement provision that is similar in meaning and effect.

23. Trading Terms, Passing of Risk

Trading terms shall be interpreted in accordance with the latest Incoterms. If this Agreement fails to specify when the risk passes, the risk of the accidental loss / destruction and deterioration of the goods shall pass when the goods are supplied to the transport company, carrier or other third party chosen to make the shipment. The equivalent of delivery shall have been made if the Customer fails to accept delivery after due notice.

24. Assignment

Any assignment of this Agreement by Customer or of any rights hereunder, in whole or in part, without our prior written consent shall be void.

25. Non-Waiver

Failure by us to insist upon strict performance of any of the terms or conditions hereof, failure or delay to exercise any rights or remedies provided herein or by law or to properly notify Customer in the event of breach, or the acceptance of payment for any Goods hereunder, shall not be deemed a waiver of any right of us to insist upon strict performance hereof or any of our rights or remedies or as to any prior or subsequent default hereunder, nor shall any termination of this agreement operate as a waiver of any of the terms hereof.

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26. Applicable Law and Jurisdiction

26.1 This Agreement and the business relationship between the parties are subject to the laws of Switzerland, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

26.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of the arbitration shall be Zürich, Switzerland. The arbitration shall be conducted in the English language.

27. No Agency

Nothing in these GTCs or in any other document shall establish or be interpreted as establishing the relationship of principal and agent or any relationship of a similar nature between the parties hereto, and Customer shall have no power to bind us in any respect.

28. No On-Site Services

Nothing in these GTCs shall require or be interpreted as requiring us or any of our agents to provide any on-site services of any kind in connection with the sale of Goods or otherwise.

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Information on Data Processing pursuant to Art. 13 General Data Protection Regulation (GDPR)

In the following, we inform about the processing of personal data towards contract partners, potential contract partners and other persons. Personal data are all data that can be related to a natural person, such as name, address, e-mail addresses, payment data, ordered goods/services.

1. Responsible pursuant to Art. 4 No. 7 GDPR is Infiana Germany GmbH & Co. KG, represented by the Managing Directors of the personally liable Infiana Group GmbH Peter K. Wahsner, Dr. Ingrid Sebald, Marten Julius, info.forchheim@infiana.com.
2. We collect, store and, if necessary, pass on personal data of contractual partners and potential contractual partners to the extent necessary to provide the contractual services. This concerns the details provided by you throughout the contractual relationship or its initiation. The data is collected, stored and passed on for the purpose of initiating or fulfilling the contract and on the basis of Art. 6 Para. 1 S. 1 lit. b GDPR. Failure to provide this data may mean that a contract cannot be concluded.
3. If you are not or do not become our contractual partner, but we have come into contact with you for other reasons or if we have come into contact with you as a contact person for another company, we process your personal data in order to process your request or to communicate with the company you work for with your help. This is done on the basis of Art. 6 Para. 1 S. 1 lit. f GDPR. This data processing is in our legitimate interest.
4. We will only pass on your personal data to third parties if and to the extent permitted by law within the meaning of Art. 6 Para. 1 GDPR.
- 4.1 Insofar as data processing requires consent within the meaning of Art. 6 Para. 1 S. 1 lit. a, Art. 7 GDPR, we will obtain it separately from you. In accordance with Art. 7 Para. 3 GDPR, in this case your voluntary consent may be revoked at any time without affecting the legality of the processing carried out on the basis of the consent until revocation.
- 4.2 In some cases we use external service providers based in the European Union to process data. Your personal data will be processed exclusively in the European Union. These service providers have been carefully selected by us, commissioned in writing and are bound by our instructions. They are regularly checked by us. The service providers will not pass this data on to third parties, but will delete it after fulfilment of the contract and the conclusion of statutory storage periods, unless there is consent to further storage.
5. Personal data will only be stored as long as it is necessary to achieve the respective purpose. This usually corresponds to the duration of the contract. This does not affect statutory storage obligations, e.g. in accordance with the German Commercial Code or the German Fiscal Code.
6. We maintain current technical measures to ensure the protection of personal data. These are adapted to the current state of the art in each case.
7. Every data subject has the right to request information from us at any time about their personal data stored by us (Art. 15 GDPR). This also applies to the recipients or categories of recipients to whom this data is passed on and the purpose for which it is stored. Furthermore, under the conditions of Art. 16 GDPR, there is the right to require the correction and/or under the conditions of Art. 17 GDPR the cancellation and/or under the conditions of Art. 18 GDPR the restriction of processing. Furthermore, under the conditions of Art. 20 GDPR, data portability may be requested at any time.
8. All information requests, rights of data subjects, requests for information, revocations or objections to data processing must be sent by post to our data protection officer at the above address ("e.g. data protection officer") or by e-mail to datenschutz@infiana.com.
9. it is possible to file a complaint to the competent supervisory authority about data protection issues.

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