General Terms and Conditions of Sale of friedola 1888 GmbH (friedola)

I. General

1. Deliveries and performances are made by friedola solely on the basis of the following General Terms and Conditions of Sale (GT&CS). Contract partners (hereinafter called the "Customer") are exclusively natural persons or legal entities who act in their capacity as commercial or self-employed parties within the meaning of Section 14 BGB *[Bürgerliches Gesetzbuch - German Civil Code]* (entrepreneurs). Contradictory terms and conditions of the contract partner shall not be binding on friedola; the inclusion of any such contradictory terms and conditions shall only be effective if and in so far as friedola has expressly recognised the same in writing. Subject to any contrary agreements, these GT&CS apply for all future business transactions without friedola having to draw attention to this fact once more in any individual case. The respective current version is retrievable under www.friedola.de.

2. Any other agreements, ancillary arrangements or amendments must be made by express written agreement. In the same way, all declarations which need to be given within the scope of the performance of the sales contracts must be made in written form. Any revocation of this requirement of the written form or of any other agreed stipulations as to form is only possible in individual cases and only by express written agreement; nor will any deviation in actual practice lead to revocation of the stipulations governing form.

II. Offer; Order; Confirmation

1. The offers of friedola are non-binding, whereas an order actuated by the Customer is deemed to constitute a binding offer of contract. friedola reserves the right to accept this offer within 14 days of receipt of the same by friedola. For the Customer, the orders are binding even without express confirmation of the offer, whereby any change to an order already accepted will only be effective by express written agreement.

2. The supply contract between the parties hereto for the goods ordered is validly formed through the written confirmation of the order by friedola, but no later than with the delivery of the goods. Communication of the confirmation of order by fax or e-mail is sufficient to comply with the requirement of the written form. In regard to any question as to receipt of this declaration by the Customer, presentation of the corresponding confirmation of transmission (transmission report, etc.) shall suffice.

3. Up until the time of delivery, friedola reserves the right to carry out adaptations to the product in relation to improvements in design and form in accordance with the latest state of technology.

III. Prices

1. Unless expressly agreed to the contrary, the additional terms and conditions and handling fees set out in the price lists apply in regard to prices quoted by friedola. friedola reserves the right to charge the prices which are valid on the day of delivery; the statutory value added tax, postage, packaging, freight, insurance costs etc. are to be added to the prices quoted. For orders which do not comply with friedola's sales units, a minimum order surcharge in an amount of 20 % of the purchase price will be added. friedola expressly reserves the right of prior sale unless agreed in writing to the contrary.

2. In the event of any reductions or increases in costs, for instance in relation to wages or material, friedola reserves the right to adjust the prices, whereby friedola will disclose the corresponding documentary proofs to the Customer upon first request.

3. Up to € 100.00 merchandise order value a € 10.00 handling fee are charged. Up to € 250.00 merchandise order value freight costs are charged. From order values above € 250.00 the delivery within Germany is free house. For all other countries the standard delivery term is ex works.

4. For deliveries of bulky goods (width over 2.4 meters) we charge a flat-rate of € 40.00 within Germany, € 100.00 within Austria and € 120.00 within Switzerland per delivery.

IV. Payment

1. Unless a different period for payment has been expressly agreed, invoices are due and payable net within 30 days.

2. Subject to any express instructions to the contrary, payments are to be made exclusively to friedola direct by bank transfer. Employees, in particular field staff (sales representatives and travelling salesmen), are only entitled to accept cash payments if friedola has authorised the Customer in writing to make payments in this manner. Cheques and bills of

exchange will only be accepted at friedola's unfettered discretion and in any event only as conditional payment. The costs arising in this connection are to be borne by the Customer and will be charged separately.

3. For the purpose of ascertaining whether payment has been made in due time, the date of receipt by friedola is decisive. If the period for payment is exceeded, the Customer shall fall into default, whereupon friedola shall be entitled to charge default interest from this date in accordance with the statutory rate applicable for default interest; Section 353 HGB *[Handelsgesetzbuch - German Commercial Code]* remains unaffected hereby. In addition, friedola shall be entitled to charge a fee by way of reimbursement of its costs in an amount of € 5.00 for each formal demand. The right to claim higher demand fees remains reserved.

4. In the event of default in payment by the Customer, all claims of friedola against the Customer shall become immediately due, irrespective of the due date originally agreed and without the necessity of any special notice. In addition, friedola shall be entitled to cancel all contractual relationships, either in whole or in part, which are still current without the necessity of setting a deadline. Furthermore, friedola shall be entitled, even without cancelling the contract, to demand surrender of the goods already delivered and to assert claims for damages in lieu of performance. This also applies where friedola, following the conclusion of the contract, obtains knowledge of circumstances which call the credit-worthiness of the Customer into question or where there is a risk of the financial collapse of the Customer.

5. Should the Customer fall into default with the acceptance of the goods or of a part delivery of the same or with payment, friedola shall be entitled, without prejudice to the legal validity of the contract, to refuse performance of the same until the situation has been remedied, unless payment has been secured by other means.

6. Any set-off by the Customer against friedola's claims shall only be admissible in respect of claims which are not disputed by friedola or which have been judicially decided and are final and legally binding. Rights of the Customer of refusal of performance and of withholding are excluded unless such rights are asserted in regard to deficiencies in the delivery which have either been acknowledged by friedola or have been judicially decided in a final and legally binding manner. In such case, the assertion of any rights of refusal of performance or of withholding shall only be admissible if the counter-claim is based on the same contractual relationship.

V. Delivery

1. Except as provided to the contrary in the confirmation of order, delivery is, as a basic principle ex works (INCOTERMS 2020). At the request and expense of the Customer, and also subject to its bearing the risk, a different place of delivery may be agreed. Packaging and shipping costs as well as any customs duties arising and also any taxes, etc. shall, as a basic principle, be borne by the Customer. Packaging materials are non-returnable. friedola reserves the right to make part deliveries provided these do not entail a significant disadvantage for the Customer. The supply contract shall likewise be deemed to be properly fulfilled where the quantity delivered exceeds or falls short of the agreed quantity within a tolerance of 10 %.

2. The Customer shall bear the risk of accidental loss and of total or partial damage to the goods as from the place of performance. This shall also apply where the goods are shipped to a place other than the place of performance. Transport insurance will only be taken out at the demand and expense of the Customer. If, at the request of the Customer, the goods are not consigned for shipment, or should the Customer fall into default of acceptance, the risk of any loss or deterioration in value of the goods shall pass to the Customer upon the placing of the goods in storage. The costs arising through the storage shall be borne in the full scope by the Customer. Deliveries outside Germany are also made ex works, whereby all risks then pass to the Customer upon delivery to the carrier (ex-works clause pursuant to INCOTERMS 2020).

3. Any delivery period agreed shall only begin to run once all technical issues have been clarified and the Customer has complied with its obligations in due time and in full, whereby friedola reserves the right to invoke the legal plea of non-performance of the contract. The delivery period shall then be deemed to be met provided the object of delivery has left the warehouse or works of friedola by the expiration of the delivery period or the Customer has been given notification of the readiness of the goods for despatch.

4. The delivery period shall be extended appropriately in cases of force majeure, in cases where measures have been taken in the context of industrial action, in particular strikes and lockouts, and also where unforeseen obstacles occur outside friedola's sphere of influence, in so far as such obstacles demonstrably have a considerable impact on the production or delivery of the object of delivery. This shall also apply where such circumstances arise at sub-suppliers. friedola shall also not be responsible for the above-mentioned circumstances where they occur at a time when performance is already delayed. friedola will notify the Customer as soon as possible, within the scope of its capacities, of the beginning and duration and also the anticipated end of any such obstacles.

5. Should delivery be delayed because the Customer delays acceptance or is in breach of any other of its duties, friedola shall be entitled to adjust the delivery periods accordingly. In this case, friedola reserves the right to claim the additional costs incurred by it by way of damages, in particular through charging costs for the storage of the goods in an amount of

0.5 %, but no more than 5 %, of the total delivery price. In addition, the risk of accidental loss or deterioration shall pass to the Customer as from the date when it falls into default of acceptance.

VI. Reservation of title

1. All objects of delivery remain the property of friedola until all claims have been satisfied. In the case of any breaches of duty on the part of the Customer, for instance in the case of default in payment, friedola shall, without the necessity of setting an extension of time, be entitled to demand the surrender of the goods and objects of delivery and/or to cancel the contract, whereby the Customer shall thereupon be obliged to surrender the goods and objects of delivery without delay. The demand for surrender shall constitute cancellation, whereby friedola shall be entitled to realise the object of delivery and to set off the proceeds towards friedola's claim against the Customer after deduction of any costs thereby incurred.

2. Where the Customer processes, combines or re-sells performances or goods delivered by friedola, the reservation of title shall apply to the receivables arising therefrom or be extended to the newly created goods. Where the Customer carries out any processing, inseparable combination or refashioning of the goods, this is undertaken on behalf of friedola. If the goods and performances delivered by friedola are processed by the Customer together with objects which are not its property, friedola shall acquire co-ownership of the newly created object in the ratio of the value of the performances and goods delivered by friedola to the other objects processed as at the time of the processing. If, following any such combination, the new product of the Customer is to be regarded as the main article (e.g. refined product), the Customer undertakes to transfer proportional co-ownership of the same to friedola. In each case, the Customer shall be obliged to store the items which are the sole property and/or joint property of friedola in an appropriate manner on behalf of friedola. So long as the reservation of title exists, the Customer is forbidden to pledge the goods or to assign them by way of security. The Customer shall notify friedola without delay of any attachments, seizures or other dispositions or interventions by third parties and provide friedola with all related documents which are necessary to protect its proprietary rights. In addition, the Customer shall be obliged to enlighten authorities and officials about the actual ownership situation. All costs arising from such intervention, in particular court costs in connection with Section 771 ZPO *[Zivilprozessordnung - Code of Civil Procedure]*, shall be borne by the Customer.

3. In the event that the newly manufactured products are sold, the Customer hereby assigns to friedola by way of security the claims arising against its own customers from the resale, without the necessity of any further declarations. friedola hereby accepts this assignment. However, the assignment only applies in the sum to which friedola is entitled in the newly manufactured goods, in terms of value, in accordance with its outstanding invoices against the Customer.

4. Should the Customer suspend payments or should application have been made for the opening of insolvency proceedings in relation to the assets of the Customer, or should any such application be refused on account of lack of assets, the Customer shall no longer be authorised to sell the performances or goods delivered by friedola and shall immediately arrange for separate storage and labelling of these goods and performances with the reference "friedola 1888 GmbH". The Customer shall furthermore be obliged to have the incoming payments arising under the receivables which have been assigned to friedola credited to a separate account. In cases of serious doubts as to the solvency of the Customer or in the case of default in payment or in the case of any application by the Customer for the opening of insolvency proceedings in relation to its assets or in the case of refusal of any such application due to lack of assets, friedola shall be entitled to demand the immediate return of the performances and goods delivered and to collect the same.

5. At the demand of friedola, the Customer shall be obliged to provide information as to the onward delivery of the goods and the buyers of the same and to disclose the assignments to the buyers.

VII. Complaints / Material defects

1. All measurements, both for standard sizes and special sizes, are quoted having regard to the tolerances customary in the trade of +/- 5 %. Deviations in colour may occur and do not represent any defect. Likewise, excess and shortfall quantities of up to 10 % of the delivery volume do not constitute a defect, irrespective of whether the goods concerned are a special production or standard range. Any liability of friedola for so-called warranted features or for guarantees given by friedola shall only apply if, prior to the placing of the order, such warranted features or guarantees given have been confirmed to the Customer in writing. The goods delivered are always deemed to be free from defects if, following the passing of risk, they conform to the quality agreed in the order.

2. The Prerequisite for asserting possible warranty rights of the customer is the immediate control of the goods for correct quantities, kind and quality according to the duty to Inspect and issue complaints in accordance with § 377 of the German commercial code HGB . The customer must carefully check the goods for damages in good time before acceptance/receipt, to object to any damage immediately, to specify them completely in writing on the receipt, etc., and to have it confirmed in writing. If the Customer fails to comply with this obligation to inspect and notify, all claims of the customer against friedola will be omitted in connection with these transport damages.

3. Possible warranty claims by the customer expire 12 Months after the delivery of friedola to the customer. friedola is only liable under the statutory provisions for claims for damages based on wilful intent or gross negligence, limited to the foreseeable, typically resulting damage. This does not affect liability for culpably injuries to life, health or body; The same applies to liability under the product liability act. In addition, in the event of a claim for damages instead of performance in favour of the customer, liability is limited to the compensation only of a foreseeable, typically occurring damage.

4. In the case of possible defects, the liability of friedola shall, at its own option, be exhaustively limited to rectification or replacement delivery, whereby such replacement delivery may not entail any disproportionately high costs to the detriment of friedola. Any further-reaching liability claims or claims for damages against friedola may only be asserted if the Customer can demonstrate deliberate intent or gross negligence on the part of friedola, whereby the assertion of any such claims shall be limited to the respective period under the statutory limitation provisions of the BGB. friedola reserves the right to assert claims for damages in the event that, in retrospect, the claim for the alleged defect was asserted without justification.

5. The delivery of seconds and of job lots is, as a basic principle, made subject to the exclusion of any liability for defects, provided defects have not been fraudulently concealed.

6. Where defective goods are taken back, the customer will receive a credit note at the respective current price.

7. Any improper or unprofessional processing, storage or use of the delivered goods by the customer shall release friedola from all liability for rectification or replacement.

8. No rights of recourse of the customer exist against friedola unless the customer has made an agreement with its end customer which goes beyond the statutory claims for defects; in such case, the above-mentioned provisions in regard to the scope of friedola's liability for damages shall apply.

VIII. Flaws in legal title / Custom-made products

1. Where friedola produces goods according to samples, models, drawings or other specifications of the Customer, the Customer assumes the responsibility for ensuring that no rights of third parties, in particular industrial property rights, are infringed through the production and sale of these goods. The Customer shall indemnify friedola against all damage suffered by friedola as a result of the assertion of any such rights.

2. The Customer shall have no claims against friedola if it is itself accountable for the infringement of the property rights or caused the same through incorrect application contrary to the instructions issued by friedola.

3. In so far and to the extent that property rights that apply in the Federal Republic of Germany are infringed in connection with the sale of the goods from friedola, friedola shall only be liable to the Customer as follows:

friedola undertakes at its own expense to obtain a right of use for the goods, to modify the product so that an infringement of property rights no longer exists or to take back the goods, whereby the choice of the respective measure shall lie with friedola. The Customer will be reimbursed the purchase price upon return of the goods. friedola will, however, only take these measures if the Customer informed friedola immediately of the infringement of property rights and immediately discontinues the use of the goods. The Customer furthermore undertakes to make no acknowledgement of infringement to the third party asserting the property rights. Otherwise, the infringement of property rights shall be the responsibility of the Customer.

IX. Secrecy

The Customer is obliged to observe full and strict secrecy. Only following prior written confirmation by friedola may the Customer pass on documents or other information (in particular illustrations, drawings, internal information relating to friedola, etc.) to third parties. The duty to observe secrecy continues to apply following the end of the contractual relationship with the Customer. The Customer shall be obliged to impose a duty of secrecy on any third parties which it may engage in the same manner as its own duty of secrecy applies in favour of friedola. Production materials, samples and confidential details of any kind provided by friedola to the Customer may only be passed on to third parties with the prior written permission of friedola. The obligation to observe secrecy shall not apply to information in the public domain or to information which was already known prior to the conclusion of the supply contract or which has to be disclosed upon the demand of an authority under mandatory provisions.

Technical documents, tools, samples, production materials and data which have been provided to the Customer are to be carefully stored and maintained by it; they remain the property of friedola and may not be duplicated, published or passed on to third parties without written permission and are subject to this obligation of secrecy. These also include all trademark rights and copyrights.

At the end of the contractual relationship, all objects and documents are to be surrendered to friedola. Manufactured items and products created on the basis of information and documents provided to the Customer are the sole property of friedola, whereby any use and/or publication requires an express written agreement. In the event that the Customer creates products within the scope of the supply contract, friedola will receive all proprietary rights and rights of use and exploitation attaching thereto without separate remuneration. Accordingly, friedola reserves to itself all information rights such as copyrights, patents and rights of use in regard to such inventions, whereby this also applies vis-à-vis third parties outside this agreement.

X. Data protection

The Customer acknowledges and assents to the fact that friedola collects, stores, processes and uses personal data associated with the legal transaction, whereby friedola is obliged, pursuant to the applicable provisions of the Bundesdatenschutzgesetz *[Federal Data Protection Act]*, to have regard to the legitimate interests of the Customer. Our Privacy Statement in its current version can be viewed on our website under www.friedola.de. The terms and conditions relating to data protection set out there apply pursuant to the General Data Protection Regulation.

XI. Exclusion of liability

1. The liability of friedola to reimburse indirect damage, in particular loss of profit, irrespective of the legal ground from which the liability is derived (default, impossibility, defective performance, tort, breach of ancillary contractual obligations, culpa in contrahendo - *culpability in connection with the conclusion of a contract*) is excluded.

2. The limitation of liability shall likewise apply where the Customer, instead of damages in lieu of performance, asserts a claim for reimbursement of expenditure incurred in vain. In all other respects, the liability of friedola is limited to cases of deliberate intent or gross negligence.

3. All provisions agreed in these GT&CS concerning the liability of friedola likewise apply for friedola's representatives (staff, employees, vicarious agents etc.).

4. Possible claims against friedola arising from the Produkthaftungsgesetz are not excluded by these GT&CS.

XII. Place of performance and court venue

Unless agreed to the contrary, the place of performance shall be friedola's base in Meinhard-Frieda. The court venue shall be Eschwege or, where the court has due competence in regard to the subject matter, Kassel.

XIII. Applicable law

Unless agreed to the contrary in the individual case, exclusively the law of the Federal Republic of Germany shall apply. The application of the uniform mercantile laws contained in the Hague Convention and/or of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

XIV. Severability

Should one or more provisions of these GT&CS be or become legally ineffective, this shall have no impact on the effectiveness of the remaining provisions. Rather, the ineffective provision is to be replaced by such effective provision as, so far as possible, corresponds to the intended purpose of the ineffective provisions.