

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Application

1.1 These General Terms and Conditions of Sale (hereinafter: "Sales Conditions") shall apply to all business transactions between Autins GmbH (hereinafter: "AUTINS") and the customer, even if they are not referred to in subsequent contracts. Terms and conditions of the customer that conflict with, supplement or deviate from these Sales Conditions shall not become part of the contract unless their application is expressly approved by AUTINS in writing. These Sales Conditions shall apply even if AUTINS makes a delivery to the customer without reservations whilst being aware of the customer's conflicting or deviating terms and conditions.

1.2 Agreements which supplement or deviate from these Sales Conditions and which are made between AUTINS and the customer for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.

1.3 Any rights beyond these Sales Conditions to which AUTINS is entitled by law shall remain unaffected.

### 2. Formation of contract

2.1 All offers shall be subject to change and non-binding unless they are expressly designated as binding offers.

2.2 Pictures, drawings, information about weight, measurement, performance and consumption and other descriptions of the goods that may be contained in the documentation which forms part of the offer shall be approximations only unless they are expressly stated to be binding. Such items shall not constitute an agreement on, or guarantee of, an according quality of the goods.

2.3 AUTINS retains all property rights and copyrights in all offer documents. Such documents may not be made available to third parties.

2.4 Orders shall not become binding until they have been confirmed by AUTINS by means of a written order confirmation. Order confirmations that are generated using automatic devices and, therefore, do not contain a name and signature shall be deemed written order confirmations. If AUTINS does not respond to offers, orders, requests or other declarations from the customer, this shall only be deemed approval if an express written agreement to this effect has been made between AUTINS and the customer. To the extent that an order confirmation contains obvious errors, misspellings or calculation mistakes, it shall not be binding upon AUTINS.

### 3. Delivery; delivery periods; default

3.1 The scope of the delivery shall be as set out in the written order confirmation from AUTINS. Any changes to the scope of the delivery must be approved by AUTINS in writing to be valid. AUTINS reserves the right to make changes to the construction or form of the goods to the extent that such changes are insignificant and not unreasonable for the customer.

3.2 AUTINS reserves the right to supply a larger or smaller quantity of goods for technical, production-related reasons, provided that the deviation does not exceed 10% of the quantity to be supplied and that the customer can reasonably be expected to accept such deviation. AUTINS shall have the right to make partial deliveries.

3.3 Delivery periods must be agreed in writing.

3.4 The delivery period shall commence when AUTINS dispatches the order confirmation, but not before all documents, permits and approvals to be obtained by the customer have been provided in full, all technical issues have been clarified and the agreed down-payment, if any, has been received. In order for the delivery period to be adhered to, the customer must timely and properly perform its other obligations.

3.5 An agreed delivery period shall be deemed met if the goods have left the business premises by the time the delivery period expires or – if the customer has announced that it will refuse acceptance and the goods have not, therefore, left the business premises – AUTINS has given notice that the goods are ready for dispatch. The delivery shall be conditional upon AUTINS being timely and properly supplied by its own suppliers.

3.6 If the failure to comply with delivery periods is due to force majeure or other obstacles for which AUTINS is not responsible, such as war, terrorist attacks or import and export restrictions, including restrictions affecting AUTINS's suppliers, the agreed delivery periods shall be extended for the duration of the existence of such obstacles. This shall also apply if AUTINS and/or its suppliers are affected by industrial action.

3.7 If the customer and AUTINS have entered into a fixed-term framework agreement regarding future deliveries and the customer fails to order the goods in a timely manner, AUTINS may, after a reasonable additional period of time set for performance has expired, deliver the goods and issue an invoice, rescind the contract or – if the customer has acted wilfully or negligently – claim damages in lieu of performance.

3.8 To the extent that the goods were delivered to the customer on Euro pallets or wire pallet containers (load carriers), the customer shall be obliged to return the same number of load carriers of the same type and quality to AUTINS at the place where the original delivery occurred.

#### 4. Transfer of risk

4.1 Unless expressly otherwise agreed, delivery shall be “ex works” (EXW, as defined by Incoterms® 2010), which means that the risk of accidental loss or destruction of, or of an accidental deterioration in, the goods shall pass to the customer as soon as the goods have been handed over to the person in charge of carrying out the transport or have left the warehouse of AUTINS for shipment. This shall also apply if partial deliveries are made or AUTINS has assumed further obligations, such as the transport costs or the assembly of the goods at the customer's place. At the request and expense of the customer, AUTINS shall insure the goods against the risks specified by the customer by taking out a transport insurance policy.

4.2 If the customer defaults on its obligation to take delivery of the goods or breaches other duties to cooperate, AUTINS may claim damages for the losses suffered, including additional expenses, if any, in the sum of 0.5% of the price of the goods included in the delivery, at maximum, however, in the total sum of 5% of the price of the goods included in the delivery. The contracting parties may prove that a larger or smaller amount of additional expenses was actually incurred. The risk of accidental loss or destruction of, or of an accidental deterioration in, the goods shall pass to the customer at the time the customer starts to default on its obligation to take delivery of the goods.

4.3 Without prejudice to the customer's claims for defects, if any, the customer shall be obliged to take delivery of the goods supplied even if they contain minor defects.

#### 5. Prices

5.1 The agreed price shall be the price in euros that is stated in the order confirmation, plus value-added tax. The statutory value-added tax is not included in the price and shall be stated separately in the invoice at the statutory rate which applies on the date of issue of the invoice.

5.2 Unless specifically otherwise agreed, all prices are “ex works” (EXW, as defined by Incoterms® 2010), excluding packaging, freight and insurance.

## 6. Terms of payment

6.1 Unless otherwise agreed in writing, the gross price plus the cost of packaging, freight and insurance, where applicable, shall be payable without any deduction within 30 days of the invoice date. The deduction of a discount for prompt payment must be agreed in writing.

6.2 A payment shall be deemed made when AUTINS is able to dispose of the amount at its place of business. If AUTINS accepts means of payment other than cash, payment shall again be deemed made when the relevant sum has been credited unconditionally to the bank account of AUTINS and/or when AUTINS is able to dispose of the amount owed.

6.3 If the time allowed for payment is exceeded, AUTINS may charge default interest at the rate of 9 percentage points above the base rate of the European Central Bank. This shall not affect AUTINS's right to assert further claims for damages.

6.4 If the customer defaults on a payment, AUTINS may demand immediate payment in cash of all claims which result from the business relationship and are due and not subject to any defences.

6.5 If the customer defaults on its obligation to take delivery of the goods, AUTINS shall have the right, after setting an additional period of 12 days for performance, to issue an invoice for the goods that could not be delivered. As a result of the issue of such invoice, the purchase price shall become due and payable in full. The contracting parties' further rights shall remain unaffected.

6.6 The customer shall have no right to set its claims off against claims of AUTINS or to exercise a right to retain with regard to its claims unless the customer's claims are undisputed or have been established in a judgment that cannot be appealed against. Furthermore, the customer may only exercise a right to retain if the customer's claims and the claims of AUTINS are based on the same contract.

6.7 AUTINS shall have the right to make the performance of outstanding deliveries or services contingent upon the customer paying in advance or providing security if circumstances become known after the conclusion of the contract which could significantly reduce the customer's creditworthiness and jeopardize the payment of AUTINS's outstanding claims under the relevant contract by the customer. This shall apply accordingly if the customer refuses to pay, or fails to pay, any outstanding claims of AUTINS and undisputed objections against AUTINS's claims or objections that have been established in a judgment which cannot be appealed against do not exist.

## 7. Claims for defects

7.1 The customer's rights arising from defects shall be contingent upon the customer performing its statutory obligations to inspect and give notice of defects (Sections 377 and 381 German Commercial Code), in particular, on the customer inspecting all goods supplied upon receipt and giving AUTINS written notice of any obvious defects and of defects that could be identified during such inspection without undue delay after the goods were received. The customer must provide AUTINS with written notice of any hidden defects without undue delay after such defects have been discovered. In order for such notice to be deemed given without undue delay, it must be given within 8 working days after the delivery if the defects are obvious or could be identified during a

proper inspection, and within 8 working days after the discovery if the defects were hidden; this deadline is met if AUTINS receives the notice or complaint before the expiry of the aforesaid period. If the customer fails to carry out a proper inspection and/or give notice of defects, AUTINS shall not be liable for the defect. When giving AUTINS notice of defects, the customer must provide a written description of the defects.

7.2 Claims for a repair or replacement delivery shall be excluded in the event of minor deviations in quality, colour, width, weight, equipment or design which cannot be avoided technically. With regard to weight-tolerances of the nonwoven, deviations of  $\pm 10 \text{ g/m}^2$  for nonwoven with a weight less than  $100 \text{ g/m}^2$  and  $\pm 10\%$  for nonwoven with a weight over  $100 \text{ g/m}^2$  are valid. The weight is measured as an average over the complete width of the product. Length-deviations are  $\pm 5\%$  but minimum  $\pm 4 \text{ cm}$  for rolls and inline-cutted products. Please check the relevant technical data sheet for other agreements. Size-tolerances of offline-cutted parts depend on the outline of the part and the consistence of the material. The data in the offer is binding.

7.3 If the goods contain defects, AUTINS may, at its option, remedy the defects or deliver goods which are free from defects.

7.4 If the item supplied is not at the place of delivery, the customer shall bear all additional costs and expenses which AUTINS incurs as a result of this fact when remedying defects unless such relocation is in line with the agreed use.

7.5 Rights arising from defects shall not exist

- in the event of natural wear and tear;
- if the relevant quality of the goods or the damage is due to improper handling, storage or maintenance or excessive strain or use;
- if the relevant quality of the goods or the damage is due to force majeure, to extraordinary external impacts that are not intended according to the contract or to the goods being used in a manner which does not correspond to their contractually intended or customary use.

AUTINS shall not be liable for any quality of the goods which is due to the manner of processing or the material chosen if the customer requested a design or material that is not included in AUTINS's range of possible designs or materials.

7.6 AUTINS shall be liable, limited to 5,000,000.00 €, for damage resulting from breach of guarantee or from death, bodily injury or damage to health. The same shall apply to wilful misconduct and gross negligence, mandatory statutory liability for product defects (especially under the German Product Liability Act), and liability if defects were concealed with fraudulent intent. In cases of slight negligence, AUTINS shall only be liable if material obligations are violated which result from the nature of the contract and are of particular importance for achieving the purpose of the contract. If such obligations are violated, and also in the event of default or if performance is impossible, AUTINS's liability shall be limited to the damage that can typically be expected with this contract.

7.7 The limitation period for the customer's claims for defects shall be 12 months and shall commence when the goods are delivered (transfer of risk). Except where agreed out of goodwill, the limitation period shall not start anew as a result of a repair or replacement delivery. The above limitation period shall also apply to tort claims which are based on a defect of the goods. AUTINS's unlimited liability for damage resulting from breach of guarantee or from death, bodily injury or

damage to health, for wilful misconduct and gross negligence and for product defects shall remain unaffected.

## 8. Retention of title

8.1 The goods supplied shall remain the property of AUTINS until all claims of AUTINS against the customer which arise from the business relationship have been paid in full. The customer shall be obliged to handle the goods which are subject to this retention-of-title clause with due care for as long as title is retained. In particular, the customer shall be obliged to sufficiently insure the goods at the customer's own expense at their replacement value against damage by fire, water and theft. The customer hereby assigns to AUTINS all claims for compensation arising from such insurance. AUTINS hereby accepts this assignment. If assigning such claims is not allowed, the customer hereby instructs the insurer to make payments, if any, only to AUTINS. This shall not affect any further claims of AUTINS. Upon request, the customer shall provide AUTINS with evidence of the conclusion of the insurance contract.

8.2 The customer may sell the goods which are subject to this retention-of-title clause only in the ordinary course of business. The customer shall not be authorized to pledge the goods which are subject to this retention-of-title clause, to transfer them by way of security or to make any other dispositions which jeopardize the ownership of AUTINS. In the event of attachments or other encroachments by third parties, the customer must notify AUTINS without undue delay in writing and provide all the information needed, advise the third party of AUTINS's property rights and assist with any measures taken by AUTINS to protect the goods which are subject to this retention-of-title clause.

8.3 The customer hereby assigns to AUTINS its claims arising from the resale of the goods, along with all ancillary rights, irrespective of whether the goods which are subject to this retention-of-title clause are resold without or after further processing. AUTINS hereby accepts this assignment. If assigning such claims is not allowed, the customer hereby irrevocably instructs the third-party debtor to make payments, if any, only to AUTINS. The customer shall be authorized, subject to revocation, to collect the claims which have been assigned to AUTINS in its own name as a trustee acting on behalf of AUTINS. All amounts collected must immediately be remitted to AUTINS. AUTINS may revoke the customer's authority to collect claims and the customer's right to resell the goods if the customer fails to properly perform its payment obligations to AUTINS, defaults on one or more payments or stops payment or if a petition is filed to institute insolvency proceedings against the assets of the customer.

8.4 Any processing or alteration by the customer of the goods which are subject to this retention-of-title clause shall always be carried out on behalf of AUTINS. The customer's right to acquire ownership of the goods which are subject to this retention-of-title clause shall continue to exist as a right to acquire ownership of the processed or altered item. If the goods are processed together with items that are not owned by AUTINS, AUTINS shall acquire co-ownership of the new item in a proportion that corresponds to the ratio of the value of the goods supplied and the value of the other items processed at the time of processing. In all other respects, the item created through processing or alteration shall be governed by the same provisions that also apply to the goods which are subject to this retention-of-title clause.

8.5 At the request of the customer, AUTINS shall be obliged to release the security interests to which AUTINS is entitled to the extent that the realizable value of such security interests exceeds AUTINS's claims arising from the business relationship with the customer by more than 10%, upon deduction of the mark-downs customary in the banking business. AUTINS may choose which security interests it wishes to release.

8.6 In the event that goods are supplied to destinations with other legal systems where the retention-of-title provisions set out in clauses 8.1 to 8.5 above do not provide the same degree of protection as they offer in the Federal Republic of Germany, the customer hereby grants AUTINS an equivalent security interest. If the creation of such a security interest requires further measures, the customer shall do whatever is necessary to grant AUTINS such security interest without undue delay. The customer shall assist with all measures that are required for, and conducive to, the validity and enforceability of such security interests.

## 9. Rescission

9.1 If the customer breaches the contract, in particular, if the customer defaults on its payment obligations, AUTINS shall – without prejudice to its other contractual and statutory rights – have the right to rescind the contract after a reasonable additional period of time set for performance has expired.

9.2 AUTINS shall have the right to rescind the contract without setting an additional period of time for performance if the customer stops payment, files for insolvency or applies for the institution of similar proceedings against its assets for debt settlement purposes.

9.3 After notice of rescission has been given, the customer must grant AUTINS or AUTINS's agents without undue delay access to the goods which are subject to the retention-of-title clause and surrender such goods. For the purposes of the settlement of AUTINS's due claims against the customer AUTINS may sell the goods which are subject to the retention-of-title clause otherwise after a timely announcement to this effect. Upon deduction of reasonable selling costs, the proceeds from sale shall be credited against the customer's liabilities.

9.4 The provisions of this clause 9 shall not operate to limit any statutory rights or claims.

## 10. Confidentiality

10.1 The customer shall be obliged to treat all information about AUTINS that becomes available to the customer and is designated as confidential or can be identified as a trade or business secret due to other circumstances as confidential for an unlimited period of time, and the customer may not record, disclose or exploit any such information.

10.2 The customer shall enter into adequate contractual agreements with the employees and agents working for it to ensure that they, too, refrain for an unlimited period of time from any exploitation, disclosure or unauthorized recording of such trade and business secrets for their own purposes.

## 11. Governing law/place of jurisdiction

11.1. The legal relations between the customer and AUTINS shall be governed by the laws of the Federal Republic of Germany, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11.2 The exclusive place of jurisdiction for all claims against businesspersons and legal persons under public law which arise from the business relationship shall be AUTINS's place of business. However, AUTINS shall additionally have the right to sue the customer at the customer's place of business or at any other permissible place of jurisdiction.

11.3 In international business transactions, whenever a legal dispute arises out of or in connection with this agreement and its implementation, the contracting parties may choose whether to turn to the ordinary courts of law or whether to bring the matter before an arbitral tribunal.

11.4 If the parties turn to the ordinary courts of law, the exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement and its implementation shall be Achern, Germany. However, AUTINS shall additionally have the right to sue the customer at the customer's place of business or at any other permissible place of jurisdiction.

11.5 If the parties turn to an arbitral tribunal, all disputes arising out of or in connection with the present agreement shall be finally decided in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS)). The DIS Arbitration Rules are available in German, English, French, Russian and Turkish, amongst other languages, at <http://www.dis-arb.de/de/16/regeln/uebersicht-id0>.

11.6 The arbitral tribunal shall be comprised of three arbitrators. Unless otherwise agreed between the parties, at least one of the individual arbitrators must have studied law and completed such studies successfully. The arbitrators must be in command of the language of the arbitral proceedings.

11.7 The language of the arbitral proceedings shall be German unless the parties agree on another language for the arbitral proceedings.

11.8 The place of arbitration shall be Achern, Germany.

## 12. Miscellaneous

12.1 Any transfer or assignment of rights and obligations of the customer to third parties shall require the written consent of AUTINS.

12.2 The language of the contract shall be German.

12.3 The place of performance for all obligations that are to be performed by the customer and by AUTINS shall be AUTINS's place of business.

## 13. Privacy

13.1 The customer agrees to the storage of personal data of his employees in the context of the business relationship with AUTINS, in compliance with the data protection laws, in particular the BDSG and the GDPR. A transfer of data to third parties does not take place, as far as this is not necessary for the execution of the contract.

13.2 The customer assures that he has obtained the consent of the employees to process their personal data and releases AUTINS from any third-party claims that they make to AUTINS in this regard.

13.3 The rights of data subjects regarding data processing arise in particular from the following standards of the GDPR:

Article 7 (3) - Right to revoke a data protection consent

Article 15 - Right to information of the data subject, right to confirm and provide a copy of the personal data

Article 16 - Right to rectification

Article 17 - Right to be erased ('Right to be forgotten')

Article 18 - Right to restriction of processing

Article 20 - Right to data portability

Article 21 - Right of opposition

Article 22 - Right not to be subject to a decision based solely on automated processing, including profiling

Article 77 - Right to complain to a supervisory authority

13.4 In order to exercise the rights, the person concerned is requested to contact AUTINS by e-mail or, in the event of a complaint, to contact the responsible supervisory authority.

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