



General Terms and Conditions of Tintometer GmbH for Contracts with Entrepreneurs

1. Scope of application

- 1.1 We conclude contracts with entrepreneurs (Sections 310(1)(14) BGB), legal entities under public law and special funds under public law for deliveries and services to be provided by us only in accordance with these General Terms and Conditions of Sale (GTC). The GTC do not apply to contracts with consumers.
- 1.2 Our GTC shall also apply to all future contracts in the ongoing business relationship with our customer. The customer can access and download our GTC at any time on the Internet at www.lovibond.com. We can also send them to the customer free of charge at any time on request.
- 1.3 Any terms and conditions of business or purchase of the customer are hereby rejected. Any terms and conditions of business or purchase of the customer that conflict with, deviate from, supplement or unilaterally apply to our General Terms and Conditions shall not apply even if we do not expressly object to them or render or accept services without reservation, unless we have expressly agreed to such terms and conditions in writing in individual cases.

2. Conclusion of contract

- 2.1 If the order placement by the customer was preceded by our offer, the contract shall be concluded upon receipt of the order placement. If the customer submits an offer to us or if his order placement deviates from our offer, the contract shall only be concluded upon receipt of our order confirmation. At the customer's request, our order confirmation will be made in writing. Subsequent changes to the contract are no longer possible after receipt of the order confirmation.
- 2.2 If our offer to conclude a contract is "subject to confirmation", we may freely revoke it until receipt of the order placement.
- 2.3 If no order confirmation is issued by us in response to an offer from the customer, the contract shall be concluded upon execution of our delivery or other service or, if this is earlier, upon receipt of our invoice.
- 2.4 The customer is bound to his offer for 4 weeks from receipt by us.
- 2.5 Once the contract has been concluded, it is not possible to change the order or exchange the ordered goods. If, in individual cases, we exceptionally agree to an exchange of ordered goods, the associated costs shall be borne by the customer.

3. Prices, payments

- 3.1 Unless otherwise agreed in writing, our prices do not include packaging, freight, postage, value protection or transport insurance and do not include the applicable value added tax, if applicable. The customer shall bear the costs of customs clearance for deliveries abroad. Discounts, rebates or bonuses shall only be granted if agreed separately in writing.
- 3.2 Payment and discount periods granted by us shall commence on the invoice date. Timeliness of payment shall be determined by the corresponding credit entry in our business account.

- 3.3 Payments are to be made in EURO to a bank designated by us free of deductions, charges and costs. Agreed discount deductions are only permissible if the customer is not in arrears with another claim arising from our business relationship.
- 3.4 In commercial business transactions, we charge interest on arrears at a rate of 9 percentage points p.a. above the respective base interest rate from the date of default. The customer shall be in default at the latest upon receipt of our first reminder, unless a reminder is dispensable for the occurrence of default in accordance with the statutory provisions. If the customer does not pay in full within the set deadlines following the first reminder, the customer shall receive a second reminder in which the default interest accrued from the time of default and any reminder costs shall be claimed. The assertion of any further damage caused by delay remains unaffected.
- 3.5 Payment terms granted shall be cancelled if we become aware of a significant deterioration in the customer's financial situation or if our customer provides incorrect or incomplete information about his creditworthiness or fails to provide such information despite being requested to do so. Furthermore, we may assert our security rights and make outstanding deliveries or services dependent on the provision of appropriate security or payment concurrently with delivery or service. If the customer refuses to do so, we may withdraw from the contract insofar as we have not yet rendered our service, without the customer being able to derive any rights from this.
- 3.6 We reserve the right to use payments to settle the oldest invoice items due, including interest and costs incurred, in the order in which they are due: Costs, interest, principal claim.

4. Terms of delivery, transfer of risk

- 4.1 The terms of delivery EXW (Incoterms 2010) ex our works in Dortmund shall apply.
- 4.2 The price and performance risk shall pass to the customer at the latest upon handover to the respective carrier.
- 4.3 Goods shall only be dispatched by written agreement and at the customer's risk.

5. Dates and deadlines, force majeure, reservation of self-delivery, difficulties

- 5.1 Fixed dates for our deliveries or services require our written confirmation.
- 5.2 Insofar as events that are extraordinary and unforeseeable and unavoidable for us ("force majeure"), such as natural disasters, fire, explosions, epidemics, wars, terror, traffic disruptions, embargoes or labour disputes, prevent us from fulfilling our performance obligations, we shall be released from our performance obligation for as long as they persist. If such an event occurs, we will inform the customer immediately. If the disruption caused by the event is permanent, we shall be released from our obligation to perform in this respect as a whole and may withdraw from the contract with the customer. We will reimburse the customer for services already



rendered in return. The customer shall not be entitled to any further claims in such a case.

- 5.3 If we are unable to provide deliveries or services because we are not supplied by our own suppliers or are not supplied in sufficient quantities or inadequately, although we have concluded congruent hedging transactions, we shall be released from our obligation to perform and may withdraw from the respective contract concerned, unless we have culpably caused the disruption to our supply. We will inform the customer of this immediately. We will reimburse the customer for services already rendered in return. The customer shall not be entitled to any further claims in such a case.
- 5.4 If the fulfilment of the obligations arising from the concluded contract becomes considerably more difficult for us as a result of events that are beyond our reasonable control and were not to be expected at the time of conclusion of the contract or not in the form expected, such as in particular official orders due to the COVID-19 pandemic that affect our operations, we are entitled to demand an adjustment of the contractual conditions that enable these difficulties to be reasonably overcome. Our performance obligations under the contract shall be suspended until an agreement has been reached on the adjustment of the contract. If such an event lasts longer than 6 weeks and an agreement on an adjustment of the contract is not possible or if such an adjustment is unreasonable for one of the contracting parties, both contracting parties may withdraw from the contract. If we have provided a partial service, the customer may only withdraw from the entire contract if he has no interest in the partial service. We will reimburse the customer for any payments already made to the extent of the cancellation. The customer shall not be entitled to any further claims in such cases.

6. Extended and prolonged retention of title

- 6.1 We reserve title to the components and other objects of our deliveries and services ("reserved goods") until full settlement of our claims against the customer ("secured claims"). Secured claims are all current and future claims arising from the business relationship with the customer, including any current account balance claims.
- 6.2 The customer is authorised to dispose of the reserved goods in the ordinary course of business as long as he is not in default of payment. This shall not apply if and to the extent that a prohibition of assignment has been agreed between the customer and its purchasers with regard to the customer's claim to the purchase price or remuneration for work. The customer is not authorised to pledge, assign as security or otherwise encumber the reserved goods. The customer may also not assign his claims from the resale of the reserved goods in order to have them collected by way of factoring, unless he irrevocably obliges the factor to effect the consideration directly to us to the extent that secured claims exist.
- 6.3 The customer is obliged to secure our rights in the amount of the secured claims when reselling the reserved goods, insofar as this is feasible in the ordinary course of business. This can be done by the customer making the transfer of ownership of the goods sold by him to his customers dependent on their full payment.
- 6.4 If the reserved goods are sold by the customer, the customer hereby assigns to us in advance his claims against his customers or third parties arising from the resale (including any balance claims from current accounts) with all security and ancillary rights, including

claims from bills of exchange and cheques in the amount of the secured claims as security. We accept the assignment. If the reserved goods are sold together with other items at a total price, the assignment shall be limited to the proportionate amount of the customer's invoice for the reserved goods also sold.

- 6.5 The customer may collect the claims assigned to us in his own name and for his own account on our behalf, unless we revoke this authorisation. Our right to collect the assigned claims ourselves remains unaffected by this. However, we shall not collect the assigned claims ourselves and shall not revoke the customer's direct debit authorisation unless the customer defaults on his payment obligations or his financial situation deteriorates significantly. In such a case, the customer is obliged to provide us with all information and documents necessary to assert the assigned claims.
- 6.6 In the event of default or a significant deterioration in the customer's financial situation or other not insignificant breaches of duty by the customer, the customer undertakes to surrender the goods subject to retention of title, subject to Section 107 (2) InsO. This obligation is independent of a cancellation or a grace period. The customer hereby authorises us to enter his business premises to collect the goods. We are entitled to resell returned goods in the ordinary course of business and to offset the realisation costs and our other claims against the customer against the proceeds. The return of the goods subject to retention of title shall only take place by way of security; this shall only constitute a cancellation of the contract if expressly declared in writing. When calculating the compensation for use in the event of cancellation, the reduction in value that has occurred in the meantime must be taken into account.
- 6.7 The customer must inform us immediately of any enforcement measures taken by third parties against the reserved goods or the claims assigned to us or other securities, providing the information necessary for an intervention; this also applies to impairments of any other kind. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable for such costs.
- 6.8 We undertake to release the securities to which we are entitled in accordance with the above provisions at the customer's request to the extent that the value realisable from the securities exceeds 110% or the estimated value of the goods subject to retention of title exceeds 150% of the claims to be secured. We shall be responsible for selecting the goods subject to retention of title to be released. The realisable value is the realisation proceeds to be achieved for the reserved goods in the event of (hypothetical) insolvency of the customer at the time of our decision on the request for release. The estimated value is the market price of the reserved goods at that time.
- 6.9 If the retention of title is not effective under the law of the country in which the reserved goods are located, the customer must provide equivalent security at our request. If he does not comply with this request, we may demand immediate settlement of all outstanding invoices.

7. Non-contractual Delivery or service

- 7.1 If the delivery or service provided by us has a defect, the reciprocal claims, rights and objections of us and the customer shall be governed by the statutory provisions with the following deviations:



- 7.2 If the customer is entitled to subsequent fulfilment, we shall be entitled to choose between rectification and subsequent delivery.
- 7.3 We shall only bear the costs of subsequent fulfilment (including the expenses required for this within the meaning of Section 439 or Section 635 BGB) insofar as they are reasonable in the individual case, in particular in relation to the order value. Such costs are in any case disproportionate if they exceed one and a half times our remuneration for the defective service.
- 7.4 Claims for damages on the part of the customer due to defects in the delivery or service shall only exist under the conditions specified in para. 8 above. Claims of the customer arising from guarantees assumed by us remain unaffected.
- 7.5 The warranty period shall be determined in accordance with the statutory provisions. It begins with the delivery.
- 7.6 The statutory inspection and complaint obligations pursuant to Section 377 HGB (German Commercial Code) shall apply. Initial sample approvals by our customer do not release the customer from its obligations to inspect and give notice of defects, nor do they restrict these obligations.
- 7.7 In cases in which we exceptionally take over the transport to the customer, the customer is also obliged to check the goods for any transport damage immediately after delivery by the transport company commissioned by us and to report any obvious transport damage immediately both to the transport company before acknowledging acceptance and to us. Section 377 HGB applies accordingly.
- 7.8 The operational wear and tear of wearing parts does not constitute a defect and therefore does not trigger any warranty claims by the customer. The same applies to defects that occur due to unsuitable or improper use by the customer.

8. Liability

- 8.1 Claims for damages by the customer, regardless of the legal grounds, as well as claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based either on an intentional or grossly negligent breach of duty or on an at least negligent breach of a contractual obligation, the fulfilment of which characterises the contract and on which the customer may rely (essential contractual obligation); in the latter case, the amount of liability is limited to the damage foreseeable and typical for the contract at the time of conclusion of the contract.
- 8.2 The above limitation of liability according to para. 8.1 shall also apply to the personal liability of our employees, representatives and bodies as well as for our vicarious agents.
- 8.3 The limitations of liability according to para. 8.1 and 8.2 shall not apply to personal injury, i.e. to damages resulting from injury to life, body or health, in the case of liability under the Product Liability Act and insofar as we have exceptionally assumed a guarantee.

9. Intellectual property

- 9.1 By concluding the contract, the customer does not acquire any rights to illustrations, drawings, models, plans, samples and other documents (hereinafter referred to as "illustrative material") created

by us, unless this is absolutely necessary for the fulfilment of the contract. These rights remain with us.

- 9.2 Our illustrative material may not be reproduced or distributed by the customer or disclosed to third parties without our consent.
- 9.3 On request or if the order is not placed, the illustrative material must be returned to us immediately.
- 9.4 We shall be entitled to demand reasonable remuneration for illustrative material produced by us if the order is not placed with us.

10. Confidentiality

- 10.1 "Confidential information" within the meaning of the following confidentiality declaration is all information about us (e.g. data, documents, drawings, samples and know-how) which is/has been made available to the customer within the framework of this contract and/or the negotiations for this contract and which is/was labelled as confidential or which is recognisably confidential by its nature. Whether and on which carrier medium the Confidential Information is embodied is irrelevant; in particular, oral information is also included.
- 10.2 The customer is obliged to treat the Confidential Information as strictly confidential and not to pass it on or make it accessible to third parties without our written consent. The customer shall take suitable precautions to protect the Confidential Information, but at least those precautions with which it protects particularly sensitive information about its own company.
- 10.3 The customer is not authorised to use Confidential Information disclosed by us for any purpose other than for the purpose of fulfilling the respective contract. Obtaining trade secrets by observing, examining, disassembling or testing products, samples or other corresponding confidential information provided by us which are in the lawful possession of the customer is prohibited. This prohibition ends as soon as the relevant product, sample or other confidential information has been made publicly available.
- 10.4 The customer's confidentiality obligations do not apply to information for which the customer can prove that
- we have given our prior written consent to disclosure or utilisation by the customer for the specific individual case;
 - it was obvious before the conclusion of this non-disclosure agreement;
 - the customer has obtained it from a third party prior to the conclusion of this confidentiality agreement or subsequently obtains it from a third party without breaching this confidentiality agreement, provided that the third party has lawfully obtained the Confidential Information in each case and does not breach a confidentiality obligation binding on it by disclosing it; or
 - the customer is obliged to disclose the confidential information by law or under the rules and regulations of a stock exchange or by an enforceable order of a competent court or authority.
- 10.5 This confidentiality agreement comes into force upon conclusion of this contract and ends five years after termination of the business relationship.



11. Data protection

- 11.1 Like the customer, we are obliged to collect and process the data collected in connection with the conclusion and execution of the contract only in accordance with the legal requirements.
- 11.2 For details, please refer to our privacy policy, which the customer can download from our website www.lovibond.com.

12. Prohibition of set-off / rights of retention

- 12.1 The customer may only offset against our claims if the customer's counterclaim is undisputed, has been recognised by us or has been legally established or is ready for a decision or the customer's claim arises from the same contractual relationship from which we derive our claim.
- 12.2 The same applies to the assertion of a right to refuse performance or a right of retention.
- 12.3 The customer may only assert a right of retention if we have not provided adequate security despite the customer's written request.

13. Other provisions

- 13.1 The place of fulfilment is our registered office in Dortmund. The place of jurisdiction for all disputes arising from commercial transactions with registered traders and legal entities under public law is Dortmund (Section 38 ZPO). This also applies to bill of exchange and cheque processes. We may also assert claims against our customer at the customer's general place of jurisdiction.
- 13.2 German law shall apply to the exclusion of the CISG.
- 13.3 Amendments or additions to these GTC must be made in writing. This also applies to the cancellation of this written form requirement or a deviation from it.
- 13.4 If individual provisions of these GTC or of the delivery transaction are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or remaining parts of such clauses. The invalid clause shall be replaced by a provision that corresponds as closely as possible to the purpose of this clause and is effective.