

I. Validity of the general terms and conditions for sale and delivery

1. These terms and conditions for the sale and delivery are at present and in the future in effect for all customers of the company Kurt Schubert GmbH - hereinafter referred to as Schubert – that enter a contract concerning predominantly the **delivery of wares** to the clients and/or the cutting/sawing of paper for clients. Any additional obligations assumed by Schubert shall not affect the validity of these general terms and conditions of sale and delivery.
2. **Terms and conditions of the customer** that deviate from the general terms and conditions of Sale and Delivery or statutory provisions shall not be binding on Schubert, even if Schubert does not object to them, provides services, or accepts services from the customer without reservation.
3. These terms and conditions are created for contracts that do not fall under special **provisions of the sale of consumer goods** (§§ 474 ff. BGB). Should these not be applicable then the client will be individually notified in writing before the completion of the contract; in every other case the “General terms and conditions of sale and delivery for sales of consumer goods” of Schubert’s apply, which can be sent over by request.
4. These general terms and conditions for sale and delivery do not apply when the client falls under the category of **consumer** in the sense of § 13 BGB.

II. Completion of a contract

1. The client is obligated to give out a **written notice to Schubert before concluding a contract** when:
 - the goods to be delivered are not to be suitable exclusively for customary use or the customer assumes a certain suitability for use or bases their quality expectations on public statements, advertising claims or other circumstances outside the actual conclusion of the contract.
 - the goods are subject to unusual or special health, security or environmental risks or conditions that require heightened demands.
 - for the contract atypical damage possibilities or unusual amounts of damage arise, exceeding the limits set out in clause (VII.-1.-e), of which the customer is or should be aware of
 - the goods are to be used outside Germany or delivered to a customer’s recipient located outside of Germany.

2. **Orders of the customer** are required to be put into writing. Should the customer's order deviate from the proposals or offers made by Schubert, then the customer shall emphasize these deviations as such. The regulations for concluding a contract via electronic business dealing in accordance with § Section 312 I paragraph 1 sentence 1 no. 1 to 3 BGB do not apply here.
3. All orders, particularly those placed by Schubert employees, shall **only** become effective upon **written order confirmation** by Schubert. The actual delivery of the ordered goods, any other conduct of Schubert or silence on the part of Schubert do not justify the customer's trust in the conclusion of the contract. Schubert may submit the written order confirmation **up to fourteen (14) calendar days** after Schubert has received the customer's order.
4. Schubert's written **order confirmation** shall be deemed to have been received **in time** if it is received by the customer within seven (7) calendar days after its date of issue. The customer shall inform Schubert immediately in writing if the written order confirmation is received late. Schubert's written order confirmation shall be decisive for the scope of the **contents** of the contract and shall affect the conclusion of the contract even if, apart from the type of goods, price and delivery quantity, it deviates from the customer's declarations in any other way, also regarding the exclusive validity of these general terms and conditions of sale and delivery. The contract shall only fail to come into existence if the **customer objects in writing** that Schubert's order confirmation does not correspond to the customer's declarations in every respect, specifies the deviations in writing and the objection is received by Schubert within a short time, at the latest seven (7) calendar days, after the written order confirmation has been received by the customer.
5. **Special requests** of the customer, namely special conditions of use and quality expectations of the customer, guarantees or other assurances regarding the goods or the performance of the contract as well as declarations of performance, instructions for use or safety information requested by the customer in electronic or printed form therefore require express written confirmation by Schubert in any case.
6. Confirmations of the contract made by the customer remain **without effect** without any objection by Schubert being required. Neither the actual delivery of the ordered goods, any other conduct of Schubert or silence on the part of Schubert shall not justify the customer's trust on the reliability of its confirmation.
7. Schubert's **employees**, sales representatives and other sales intermediaries are not authorized to waive the requirement of a written order confirmation by Schubert or to make promises or guarantees that deviate in content. **Changes** to the concluded contract always require written confirmation from Schubert.

III. Obligations of Schubert

1. Schubert shall **deliver the goods** specified in the written order confirmation and transfer ownership or cut the paper supplied by the customer. If the goods to be delivered require further **specification**, Schubert shall make the specification considering Schubert's own and the customer's recognizable and legitimate interests. Schubert is not **obliged to provide services** that are not listed in Schubert's written order confirmation or in these General Terms and Conditions of Sale and Delivery; in particular, Schubert is not obliged under the contract to provide documents or information not expressly agreed in writing or to supply accessories or to advise the customer.
2. Schubert is solely liable to the customer under the contract concluded with the customer.

Third parties not involved in the conclusion of the contract, in particular **clients of the customer**, are not entitled to demand delivery to themselves or to assert other claims of a contractual nature against Schubert. The customer's responsibility to take delivery shall also remain in force if he **assigns rights to third parties**. The customer shall indemnify Schubert without limitation against all claims asserted by third parties against Schubert under the contract concluded with the customer.

3. Schubert is obliged to deliver goods of average type and quality, considering the provisions in sections II.-1. and II.-5. and taking into account **customary tolerances** with regard to type, quantity and quality. Deviations in dimensions, structure and color are reserved, insofar as these are in the nature of the materials used and are customary in the trade. Schubert is entitled to make **partial deliveries** and to invoice them separately.
4. Schubert shall make the goods available for collection by the customer at the agreed delivery time **EXW (Incoterms® 2020)** at the delivery address specified in the written order confirmation and - if no such address is specified - it will be made available to be **picked up by the customer** at the company headquarters in 33397 Rietberg in the packaging customary for Schubert. Schubert shall not be obliged to sort out or mark the goods in advance or to notify the customer of the availability of the goods. Schubert is not obliged - even if other clauses of the Incoterms® 2020 are used - to inform the customer of the delivery, to inspect the goods on the occasion of delivery for their conformity with the contract, to provide the customer with information on the acceptance of the goods, to check the operational safety of the means of transport or the safe loading of the goods, to organize the transport of the goods or to insure the goods. The agreement of other clauses of the Incoterms® 2020 or of clauses such as "Delivery free..." or similar shall only result in a deviating regulation of transport and transport costs; in all other respects, the provisions made in these General Terms and Conditions of Sale and Delivery shall remain in force.
5. Agreed **delivery periods or delivery dates** are subject to the customer providing documents, approvals or releases to be procured in good time, making advance payments as agreed and fulfilling all other obligations incumbent upon it in good time. Otherwise, agreed delivery periods commence on the date of Schubert's written order confirmation. Schubert is entitled to deliver before the agreed time or to determine the time of delivery within the agreed delivery period.
6. Schubert is entitled to fulfill contractual obligations **after the scheduled date** if the customer is informed of the missed deadline and is given a period for subsequent performance. Under these conditions, Schubert is also entitled to make several attempts at subsequent performance. The customer may object to the announced supplementary performance within a reasonable period of time if the supplementary performance is unreasonable. Schubert shall reimburse the customer for the additional expenses demonstrably incurred as a result of the missed deadline, insofar as Schubert is liable for damages in accordance with the provisions in Section VII.
7. Irrespective of whether transportation is effected by Schubert, by the customer or by a third party, the **risk** shall pass to the customer as soon as the goods or the cut paper have been made available to the customer in accordance with the provision in section III.-4., even if the goods are not clearly marked. The **loading** of the goods or the cut paper is one of the customer's obligations. The agreement of other clauses of the Incoterms® 2020 or of clauses such as "Delivery free..." or similar shall only result in a deviating regulation of the transport and the transport costs; in all other respects, the provisions made in these General Terms and Conditions of Sale and Delivery shall remain in force.
8. Schubert shall not be obliged to provide any **certificates** or other **documents** not expressly agreed on and shall in no case be responsible for the fulfillment of the obligations associated

with placing the goods on the market outside Germany.

9. Without waiving further legal rights, Schubert is **entitled to plead uncertainty** in accordance with § 321 BGB as long as Schubert is concerned that the customer will not fulfill his obligations in whole or in part in accordance with the contract. Schubert is entitled to the defense of uncertainty in particular if the customer insufficiently fulfills its obligations to Schubert or third parties or is slow to pay or if the limit set by a credit insurer is exceeded or will be exceeded with the upcoming delivery. Instead of the objection, Schubert may make future deliveries, including those already confirmed, dependent on the customer making advance payment. Schubert is not obliged to continue the services as long as and to the extent that services provided by the customer to avert the defense do not provide adequate security or could be contestable.

IV. Obligations of the customer

1. Irrespective of any further obligations of the customer to secure or prepare payment, the price to be paid by the customer shall be due for payment on the date specified in the written order confirmation and - if no such date is specified - when the invoice is issued and **shall be paid** by the customer. Payment terms granted shall lapse and outstanding claims shall become due for payment immediately if the customer's clients pay for goods delivered by Schubert that are subject to retention of title (clause VIII.-5.), if insolvency proceedings are opened against the customer's assets, if the customer fails to meet material obligations due to Schubert or third parties without providing a justifiable reason, if the customer has provided inaccurate information about its creditworthiness or if the cover promised by a credit insurer is reduced for reasons for which Schubert is not responsible.
2. The **agreed purchase price** shall cover the services incumbent on Schubert, including Schubert's customary packaging. If it turns out after the order has been placed that Schubert cannot meet the price agreed for the cutting of paper due to circumstances for which Schubert is not responsible, Schubert and the customer shall renegotiate the price. If no agreement can be reached on the new price, Schubert shall be entitled to invoice the services rendered on the basis of the time spent at Schubert's applicable hourly rates. The statutory value added **tax** is charged separately and must be paid additionally by the customer.
3. **Discount** commitments shall be shown in each individual case in Schubert's written order confirmation and shall only apply on condition of timely and complete payment of all claims of Schubert against the customer.
4. **Payments** shall be made in EURO without deduction and free of charges and costs via one of the banking institutions designated by Schubert. The **punctuality** of the payment is determined by the unconditional credit entry on the bank account. Schubert's employees, sales representatives or other sales intermediaries are not authorized to accept payments.
5. Schubert may, at its own discretion, **offset** incoming payments against claims existing against the customer by virtue of its own or assigned rights at the time of payment, irrespective of court jurisdiction.
6. The customer's statutory rights to **set-off** against Schubert's claims are excluded unless the counterclaim is due and either legally established or undisputed or is based on the same contractual relationship. § Section 215 BGB shall not apply.
7. Legal rights of the customer to **withhold** payment or acceptance of the goods are excluded, unless the customer's right of retention is based on the same contractual relationship.

However, the right of retention is not excluded if and insofar as the claims on which the assertion of the right of retention is based are undisputed or have been legally established. § Section 215 BGB shall not apply.

8. The customer is obliged to take delivery of the goods on the delivery date without claiming additional deadlines and at the delivery address specified in Section III.-4. and to fulfill all obligations incumbent on him under the contract, these General Terms and Conditions of Sale and Delivery, the rules of the ICC for the interpretation of the agreed clause of Incoterms® 2020 and statutory provisions. The customer shall only be entitled to refuse **acceptance** of the goods if it withdraws from the contract in accordance with the provisions in Section VI.-1.
9. The customer shall return the pallets used for delivery to Schubert free of transportation charges, complete and undamaged as soon as possible after receipt of the goods; otherwise Schubert remains entitled to charge the customer for the pallets.
10. Insofar as this is not otherwise ensured, the customer shall, irrespective of statutory provisions, reuse, recycle or otherwise **dispose** of the goods delivered by Schubert to the customer and the packaging at its own expense. Schubert is not obliged to take back goods or packaging delivered to the customer from the customer or third parties due to waste disposal regulations.

v. Defective goods

1. Without waiver of legal exclusions or Limitations of the seller's responsibility the goods are **defective**, if the customer proves that the goods, taking into account the provisions in items II.-1., II.-5. or III. at the time of passage of the agreed in the written order confirmation, quantity, quality or suitability for use or, in the absence of an express agreement, noticeably deviates from the quality customary in Germany or is obviously not suitable for the use customary in Germany. Concealed defective deliveries are defective deliveries. The cutting of paper rolls is not defective if the waste does not exceed 5% of the respective order volume.
2. Without waiver of legal exclusions or restrictions of the seller's responsibility, the goods are **defective in title**, if the customer proves that the goods are not free from rights or claims of third parties enforceable in Germany at the time of the transfer of risk. Without waiving any further legal requirements, rights or claims of third parties based on industrial or other intellectual property shall only constitute a defective in title if the rights are registered, published and final in Germany and exclude the contractual use of the goods in Germany.
3. Unless Schubert's written order confirmation expressly states otherwise, Schubert is in particular **not responsible** for ensuring that the goods are suitable for a use other than their normal use, that they fulfill further expectations of the customer that deviate from the usual quality or that they are free from rights or claims of third parties outside Germany. Furthermore, Schubert is not responsible for the results of processing the balance sheets with other materials; rather, the customer is obliged to obtain certainty about the suitability of the balance sheets for processing with certain materials or for processing using certain techniques before commencing processing. Schubert is not liable for defects for which the material provided by the customer is partly responsible or which occur after the time of the transfer of risk. If the customer undertakes attempts to remedy defects itself or through third parties without Schubert's consent, Schubert shall be released from its warranty obligation unless such attempts are carried out properly.

4. **Guarantees** or assurances requested by the customer must always be specifically identified as such in the written order confirmation, even in the case of follow-up transactions. In particular, keyword-like designations, the reference to generally recognized standards, the use of trademarks/ quality marks, the submission of samples or specimens do not in themselves constitute the assumption of a guarantee or warranty. Schubert's employees, sales representatives or other sales intermediaries are not authorized to declare guarantees, assurances or to make statements regarding special usability or economic efficiency of the goods.
5. The customer is obliged towards Schubert to **inspect** each individual delivery or cut-to-size service upon acceptance, irrespective of any redirection or forwarding, immediately and in every respect for recognizable and typical deviations of a qualitative, quantitative and other nature, for compliance with the product law regulations applicable to the goods and otherwise in accordance with the statutory provisions.
6. Without waiving the customer's statutory obligation to notify Schubert without undue delay, the customer is obliged to notify Schubert of any material defect or deficiency in title within one (1) year at the latest in the case of new goods and within six (6) months at the latest in the case of used goods after the goods have actually been handed over to the customer. The **notice** must be made in writing and directly to Schubert and must be so precise that Schubert can initiate remedial measures, and secure recourse claims against upstream suppliers without further inquiry from the customer and must otherwise comply with the statutory provisions. Schubert's employees, sales representatives or other sales intermediaries are not authorized to accept notices of defects or make warranty statements outside Schubert's business premises.
7. After **proper notification** in accordance with Section V.-6., the customer may assert the legal remedies provided for in these general terms and conditions of sale and delivery. Unless otherwise confirmed in writing by Schubert, the customer shall have **no further claims** or claims of a non-contractual nature for breach of the obligation to deliver defect-free goods. In the event of **improper notification**, the customer may only assert legal remedies if Schubert has deliberately concealed the defect. Schubert's statements on defects merely serve to provide factual clarification, but in particular do not constitute a waiver of the requirement for proper notification.
8. The customer shall have **no legal remedies** for delivery of defective goods to the extent that it is responsible for the quality or fitness for use of the goods which are not subject matter of the agreements made with Schubert or to the extent that the customer would not be responsible for the delivery of defective goods in its business relations with its customers if the relevant statutory provisions were applicable.
9. To the extent that the customer is entitled to remedies for delivery of defective goods in accordance with the provisions of these General Terms and Conditions of Sale and Delivery, the customer is entitled to demand **subsequent performance** from Schubert within a reasonable period after notification of a defect in accordance with the statutory provisions. The place of fulfillment for the supplementary performance is the relevant delivery address according to section III.-4. Schubert shall bear the expenses necessary for subsequent performance, provided that these are not increased by the use of the goods outside Germany. However, the customer is obliged to take all reasonable measures to minimize the expenses required for subsequent performance after becoming aware or having become aware of the defect. The assumption of the expenses required for subsequent performance also stipulates that Schubert is liable for damages in accordance with the provisions in Section VII. In the event that the subsequent performance finally fails, is not possible or is not carried out within a reasonable period of time, the customer shall be entitled, notwithstanding any other legal remedies provided for in these General Terms and Conditions of Sale and Delivery in

accordance with the statutory provisions, to reduce the price or, after setting a deadline and threatening refusal, to withdraw from the contract within a preclusive period of four weeks after expiry of the deadline. In the event that the subsequent performance finally fails, is not possible or is not carried out within a reasonable period of time, the customer shall be entitled, notwithstanding any other **legal remedies** provided for in these General Terms and Conditions of Sale and Delivery, in accordance with the statutory provisions, to reduce the price or, after setting a deadline and threatening refusal, to withdraw from the contract within a preclusive period of four weeks after expiry of the deadline. Notwithstanding the customer's legal remedies, Schubert is always entitled to repair or replace defective goods in accordance with the provision in section III.-6.

10. Subject to the customary use of the delivered goods for a use in a structure and the causation of a defect in the structure, any claims of the customer for delivery of defective goods shall be subject to a **statute of limitations** one (1) year and, in the case of used goods, six (6) months after the statutory commencement of the limitation period. Claims for fraudulent, intentional and grossly negligent breach of contract and claims for injury to life, limb and health remain unaffected. Replacement delivery or rectification of defects shall not lead to a recommencement of the limitation period.

vi. Withdrawal

1. In addition to the provision in clause V.-9., the **customer** is **entitled** to withdraw from the contract in compliance with the relevant statutory provisions if the services incumbent on Schubert have become impossible, Schubert is in default with the fulfillment of main contractual obligations or has otherwise materially breached obligations arising from this contract and Schubert is responsible for the default or breach of duty in accordance with clause VII.-1.-c). Without waiving any further legal requirements, a separate written request addressed directly to Schubert after the due date to perform the service within a reasonable period of time is always required to cause default, even in the case of a calendar-based performance period. The customer must declare their withdrawal from the contract in writing and directly to Schubert within a reasonable period of time after the occurrence of the event, entitling the customer to withdraw from the contract.
2. Without waiving any further legal rights, **Schubert** is **entitled** to withdraw from the contract without replacement if the execution of the contract is or becomes prohibited by law, if the customer objects to the validity of these General Terms and Conditions of Sale and Delivery, if the special provisions of the sale of consumer goods (§§ 474 et seq. BGB) apply, if Schubert's written order confirmation is received by the customer later than fourteen (14) calendar days after its date of issue for reasons for which Schubert is not responsible, if insolvency proceedings are applied for against the customer's assets, if the customer fails to meet material obligations due to Schubert or to third parties without providing a justifiable reason, if the customer provides inaccurate information about its creditworthiness, if the coverage promised by a credit insurer is reduced for reasons for which Schubert is not responsible, if Schubert itself is not supplied correctly or on time through no fault of its own or if Schubert is no longer able to fulfill its performance obligations for other reasons by means that are reasonable taking into account its own and the customer's legitimate interests recognizable at the time of conclusion of the contract and in particular the agreed consideration.

vii. Damage compensation

1. Excluding liability

- according to the product liability law,
- for fraudulent concealment of a defect,
- due to the assumption of a guarantee for the quality of an item or
- for damages arising from culpable injury to life, limb or health

Schubert is only **obliged to pay damages** for breach of obligations resulting from the contract concluded with the customer and/or the contractual negotiations conducted with the customer, without waiving the statutory requirements, in accordance with the following provisions. The following provisions shall also apply in the event of a breach of warranty obligations and in the event of delay:

- a) Compensation for damages due to the delivery of defective goods is excluded if the defect is not **significant**.
- b) The customer is primarily obliged in accordance with the provisions in sections III.-6. to take advantage of **offers of subsequent performance** or in accordance with the provisions in sections V. and VI. to take advantage of the **legal remedies** regulated therein and can only demand compensation for damages due to remaining disadvantages, but in no case instead of other legal remedies.
- c) Without waiving statutory exclusions or limitations of liability, Schubert shall only be liable for culpable **breach** of material contractual **obligations** and for willful or grossly negligent breach of other contractual **obligations** owed to the customer.
- d) In the event of liability, Schubert shall compensate the customer for the proven **damage** to the extent that it was **foreseeable** for Schubert at the time of conclusion of the contract as a consequence of the breach of duty with regard to the occurrence and amount of damage and could not have been avoided by the customer, taking into account the limits set out in letter e).
- e) In the event of Schubert's liability, the **amount of damages** for delay shall be limited to 0.5 % for each full week of delay, up to a maximum of 5 % and for other breaches of duty to 200 % of the value of the part of the performance not in conformity with the contract. This paragraph does not apply to gross negligence on the part of HERA or its vicarious agents.
- f) Notwithstanding compliance with the statutory provisions and the provisions provided for in these General Terms and Conditions of Sale and Delivery, the customer may only claim **damages in lieu of the entire performance** after it has requested Schubert in writing to perform the service within a reasonable period of time and, in the event of non-performance, has demanded damages in lieu of the entire performance in writing and directly from Schubert within a reasonable period of time after the circumstances justifying damages in lieu of the entire performance have occurred
- g) Schubert shall be liable to pay damages for breach of contractual and/or pre-contractual obligations owed to the customer exclusively in accordance with the provisions of these General Terms and Conditions of Sale and Delivery. Any recourse to **competing bases for claims**, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against the bodies, employees, workers, staff, representatives and/or vicarious agents of Schubert for breach of contractual obligations incumbent on Schubert. Insofar as Schubert is not liable for intent or the customer's claim is not time-barred, a **limitation period of 6 months** applies to the filing of claims for damages, beginning with Schubert's refusal to pay damages.
- h) The above provisions on Schubert's liability shall also apply to claims of the customer for reimbursement of **expenses**.

2. Notwithstanding any further statutory or contractual claims of Schubert, the **customer** shall be **obliged to pay** Schubert the following **damages**:
 - a) In the event that **payment is not received on time**, the customer shall pay the reasonable costs of judicial and extrajudicial legal action, but at least a lump sum of € 40,00 and interest at a rate of 9 percentage points above the prime rate of the German Bundesbank.
 - b) Subject to proof by the customer that no damage or only significantly less damage has been incurred, Schubert is entitled to claim **damages** in the amount of 15% of the respective delivery value without proof in the event of **default of acceptance** or agreed but not called goods by the customer after the expiry of a reasonable grace period set by Schubert without notice.
3. The **customer** is obliged to limit their **liability for damages** in business relations with its customers in terms of reason and amount within the scope of what is legally possible and customary in the industry.
4. § Section 348 HGB (**contractual penalty**) shall not apply.

viii. Reservation of ownership

1. Delivered goods remain **the property of Schubert** until full settlement of all claims of Schubert against the customer, irrespective of their legal basis, including principal and ancillary claims that only become due in the future. In the case of current accounts, the retention of title applies to the respective balance.
2. During the existence of the reservation of ownership, the customer shall grant Schubert's employees **access** to the goods subject to retention of title at any time during normal business hours. The customer is obliged to **insure** the goods subject to retention of title against theft, damage and destruction and, at Schubert's request, to store the goods separately at its own expense or to demarcate them appropriately, to clearly **mark** them as Schubert's property and to take all measures necessary to **comprehensively secure the reservation of ownership**. The customer hereby irrevocably assigns the claims arising against the insurance companies to Schubert by way of security, in full and irrevocably; Schubert accepts the assignment.
3. During the existence of the retention of title, the customer shall **inform** Schubert immediately in writing if a third party asserts claims or rights to the goods subject to reservation of ownership or to the claims assigned to Schubert in accordance with the provisions on retention of title, and shall support Schubert free of charge in pursuing its interests. If a **third party** acquires rights to the goods subject to reservation of ownership during the existence of the reservation of ownership, the customer's claims against the third party with all rights are hereby irrevocably assigned to Schubert by way of security; Schubert accepts the assignment.
4. The customer may **sell** the goods subject to reservation of ownership in the ordinary course of business and only on the condition that the customer is not in default of payment and that the customer's payment to the customer is not due before the date on which the customer has to pay the price to Schubert. The customer is not entitled to dispose of the goods in any other way (e.g. transfer by way of security, pledging, etc.). The customer hereby assigns to Schubert by way of security, in full and irrevocably, the **claims against its customers** to which it is entitled from the sale of the goods subject to retention of title, including all ancillary rights. If the customer includes the claims from a sale in an existing **current account relationship** with its customers, it hereby assigns the current account claims

resulting after the balancing to Schubert by way of security, in full and irrevocably. Schubert accepts the assignments.

5. The customer remains authorized to **collect** claims assigned to Schubert **in trust** for Schubert as long as the customer is not in default of payment. The customer is not entitled to assign the claims to third parties. The customer must keep **incoming payments** separately and forward them to Schubert immediately, irrespective of any further payment terms granted by Schubert, until Schubert's secured claims have been settled in full. If payment is made by bank transfer to the customer's bank, the customer hereby irrevocably assigns to Schubert the claims to which it is entitled against its bank as a result. If the customer receives **bills of exchange** for the settlement of claims against third parties, it hereby irrevocably assigns to Schubert the claims to which it is entitled against the bank in the event of discounting of the bill of exchange. Schubert accepts the assignment.
6. The **handling and processing** of the goods is carried out for Schubert as manufacturer within the meaning of § 950 BGB, without any liabilities arising for Schubert from this. If the goods delivered by Schubert are **mixed, blended or combined** with other items in such a way that Schubert's ownership expires by operation of law, the customer hereby transfers its ownership or co-ownership rights to the new item to Schubert and holds it in trust for Schubert free of charge.
7. If necessary, the customer shall inquire to what extent the goods are still subject to reservation of ownership. Schubert is not obliged to quantify the extent of the reservation of ownership upon payment without being requested to do so. If goods subject to reservation of ownership that have not yet been paid in full are in the customer's custody, Schubert will **release goods** at the customer's request if the invoice value of the goods exceeds the sum of the outstanding claims by more than 20% and there are no rights to separate satisfaction in favor of Schubert. The same applies insofar as claims against third parties have taken the place of the goods subject to reservation of ownership and these are asserted by Schubert in its own name. In addition, Schubert shall release securities at the customer's request if the market price of the securities exceeds the sum of the secured claims by more than 50% plus the value added tax incurred in the realization.
8. If goods subject to reservation of ownership that have not yet been paid in full are in the customer's custody and insolvency proceedings are applied for against the customer's assets or the customer fails to meet its obligations due to Schubert or third parties without providing a justifiable reason, Schubert may **withdraw the customer's right to possession** and demand the return of the goods without withdrawing from the contract. Schubert is not entitled to demand surrender if the insolvency administrator decides to fulfill the contract and the price has been paid.
9. In the event of withdrawal from the contract, in particular due to default of payment by the customer, Schubert is entitled to **sell** the goods **on the open market** and to satisfy its claims from the proceeds. Irrespective of other rights to which Schubert is entitled, the customer is obliged to reimburse Schubert for the **expenses** incurred in concluding the contract, the previous execution of the contract and the termination of the contract as well as the costs of retrieving the goods and to pay a **usage fee** of 1% of the value of the goods for each month or part thereof since the transfer of risk.

IX. Other regulations

1. Neither a handwritten signature nor an electronic signature is required to comply with the **written form** requirement. Notifications by fax or e-mail satisfy the written form requirement, as do other text forms, without the conclusion of the declaration having to be specifically

identified. The **data** received about the customer in connection with the business relationship shall be **processed** by Schubert in accordance with the Federal Data Protection Act.

2. The customer shall inform Schubert immediately in writing if **authorities** are involved or become active in connection with the goods. The customer shall also continue to **monitor** the delivered goods on the **market** and inform Schubert immediately in writing if there is any concern that the goods could pose a risk to third parties.
3. Without Schubert waiving any further claims, the customer shall indemnify Schubert without limitation against all claims of third parties which are asserted against Schubert on the basis of **product liability** or similar provisions, insofar as the liability is based on circumstances which - such as the presentation of the product - were set by the customer or other third parties controlled by the customer without the express and written consent of Schubert. In particular, the indemnification also includes the reimbursement of expenses incurred by Schubert and is granted by the customer waiving further conditions or other objections, in particular waiving compliance with monitoring and recall obligations and waiving the defense of the statute of limitations.
4. Schubert reserves all property rights, copyrights, other industrial property rights and rights arising from know-how to illustrations, drawings, calculations and other **documents** as well as software provided by Schubert in physical or electronic form. They must be kept secret from third parties and may only be used for the execution of the respective order.
5. Irrespective of any further statutory provisions, the **limitation period** shall also end if the inhibiting negotiations are not continued for more than four weeks. A recommencement of the limitation period for claims of the customer shall in any case require an express written confirmation by Schubert.

x. Contractual bases

1. The **place of delivery** results from the provision in III.-4. of these General Terms and Conditions of Sale and Delivery. The **place of payment and fulfillment** for all other obligations arising from the legal relationship between Schubert and the customer is 33397 Rietberg, Germany. These provisions also apply if Schubert performs services for the customer at another location or if services rendered are to be reversed. The agreement of other clauses of the Incoterms® 2020 or of clauses such as "Delivery free..." or similar shall only result in a deviating regulation of transport and transport costs; otherwise, the provisions made in these General Terms and Conditions of Sale and Delivery shall remain in force.
2. The contractual and non-contractual legal relationships with the customer shall be governed **exclusively by German law** and the customs applicable in Germany. If trade terms are used, the Incoterms® 2020 of the International Chamber of Commerce shall apply in case of doubt, taking into account the provisions made in these General Terms and Conditions of Sale and Delivery. Deviations from these contractual bases arise exclusively on the basis of the individual agreements made by Schubert with the customer and these General Terms and Conditions of Sale and Delivery.
3. All contractual and non-contractual disputes arising out of or in connection with contracts to which these General Terms and Conditions of Sale and Delivery apply, including their validity, invalidity, breach or termination as well as insolvency disputes, shall be finally settled in accordance with the version of the Arbitration Rules of the German Institution of Arbitration

(DIS) in force at the time the Notice of Arbitration is filed, without recourse to the ordinary courts of law. The **arbitration tribunal** consists of three arbitrators and one arbitrator for disputes with a value in dispute of less than € 150,000. The place of arbitration is Cologne, the language is German. In particular, the jurisdiction of the arbitral tribunal also excludes any statutory jurisdiction that is provided for due to a personal or factual connection. If this arbitration agreement is invalid or should become invalid, the local and international exclusive jurisdiction of the courts having jurisdiction for 33397 Rietberg is agreed instead for the decision of all disputes. However, Schubert is entitled to bring an action before the court having jurisdiction for 33397 Rietberg, before the courts at the customer's place of business or other competent state courts instead of bringing an action before the arbitration court and irrespective of the validity of the arbitration agreement.

4. Should provisions of these General Terms and Conditions of Sale and Delivery be or become invalid in whole or in part, the remaining provisions shall remain valid. The parties are obliged to replace the invalid provision with a legally valid provision that comes as close as possible to the economic sense and purpose of the invalid provision.