

I. General scope

(1) These Terms and Conditions apply to all our deliveries and services. They furthermore apply to the initiation and handling of all business transactions - present and future - with the buyer. These Terms and Conditions apply only to business enterprises, legal entities according to public law, or special assets within the context of public law.

(2) These Terms and Conditions apply in particular to contracts concerning the sale and/or delivery of movable items ("goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (sections 433, 650 of the German Civil Code (BGB)). Unless otherwise agreed, the Terms and Conditions in the version valid at the time of the buyer's order, or in any case in the version last notified to him in text form, will also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case,

(3) Our Terms and Conditions apply exclusively. We will not recognize the buyer's opposing conditions of purchase or opposing conditions of contract unless we have expressly confirmed their validity in writing. The present Terms and Conditions also apply whenever we make deliveries or provide services without reservation to the buyer while being aware that the buyer's conditions conflict with our Terms and Conditions, or at least differ from them.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation take precedence over these Terms and Conditions. In case of any doubt, commercial clauses are to be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(5) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions therefore apply, unless

they are directly amended or expressly excluded in these Terms and Conditions.

II. Written form

(1) E-mails, faxes, electronic data processing printouts or electronic declarations also suffice as written form within the scope of customary commerce, insofar as these Terms and Conditions expressly require written declarations. Data transmissions by e-mail will be executed at the risk of the buyer. Statutory formal requirements and further evidence, particularly in the case of any doubts concerning legitimacy of the declarant, remain unaffected

(2) No additional oral agreements have been made. Every amendment made to a contract requires the written form. This provision also applies to an agreement concerning divergence from the written form. The possibility of producing evidence of individual oral agreements remains unaffected.

III. Coming into effect of the contract

(1) Our offers are subject to change and non-binding. This also applies if we have provided the buyer with catalogues, technical documentation (e.g. drawings, plans, calculations), other product descriptions or documents - also in electronic form - to which we reserve rights of ownership and copyright.

(2) The order placed by the buyer is deemed to be a binding contractual offer. Unless stated otherwise in the order, we are entitled to accept this contractual offer within two weeks of receiving it.

(3) Acceptance can be declared either in writing (e.g.) by order confirmation or by delivery of the goods to the buyer.

(4) Our sales representatives are authorized to initiate business transactions only. They are not authorized to conclude contracts.

IV. Provisions governing foreign trade

(1) In the event that, following conclusion of the contract, we discover circumstances which justify assumption of an existing or future violation of national, European or supra-national regulations as well as US export law or existing licensing requirements and immediately and credibly inform the buyer about this, we shall be entitled to a reasonable period of time for further review of these facts. It is mutually agreed to exclude a delay in performance for the period of investigation as well as for the period required for the approval procedure. Insofar as a required approval is not granted or cannot be granted for some other reasons, we will be entitled to refuse performance and to withdraw from the contract.

(2) Agreement is also required in every case for reselling [the goods] in countries that are subject to an embargo (total embargo or partial embargo) or for reselling to barred persons. The buyer undertakes not to utilize the delivered goods for military or nuclear purposes of any kind, nor to sell these goods to third parties connected with the aforementioned final utilizations, nor to procure such third parties directly or indirectly in another way.

(3) In response to our demand, the buyer is to forward to us immediately or within a maximum period of ten working days (Mondays to Fridays), the relevant conclusive remaining final-use documents or 'end-use certificates' (EUC) in the form specified by the Federal Office of Economics and Export Control (BAFA).

(4) It is the buyer's responsibility to ensure compliance with the relevant provisions relating to foreign trade and the other laws of his country and of the country in which the delivery is to be made, and to ensure that such provisions are applied. He is to advise us in writing about any special issues that arise from such provisions when concluding the contract, e.g., vis-à-vis the German export list, the Appendices I and IV of the European Union Dual-use Directive, or the American Commerce Control List.

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

(5) The buyer will be liable to us for damages in connection with incidents caused by not complying with the regulations in paras. 2 to 4 and he has to exempt us on initial demand from any third-party claims that arise in the external relationship concerning this matter.

V. Export certificate

If a buyer resident outside the Federal Republic of Germany, or his agent, collects the goods and transports or despatches them abroad, then the Buyer has to provide us with the export certificate that is required for tax purposes. If this certificate is not provided, the buyer will have to pay the rate of turnover tax on the invoiced amount that applies to deliveries within the Federal Republic of Germany.

VI. Time limits for delivery; force majeure; partial delivery and delayed delivery; transfer of risk

(1) Our deliveries are fundamentally made on an ex-works basis in accordance with the EXW section in Incoterms 2020, either by collection by the buyer or, upon request, shipment according to 'freight forwarded unpaid'. In the event that an individual delivery clause within the meaning of Incoterms is agreed, Incoterms 2020 shall apply. We will notify the buyer promptly about the point in time for the collection in such a way that the buyer can take the usual necessary measures. Concerning adherence to delivery times and periods, the point in time when the consignment leaves the plant or indication of willingness to collect the consignment is decisive. The agreed date of delivery is complied with if the items to be delivered are ready for despatch on an ex-works basis on the date agreed for delivery. The dates of delivery are complied with if notification is given that the goods are ready for dispatch - even if, through no fault of our own, the consignment cannot be despatched promptly. The periods of delivery are approximate time limits and only quoted with an indication of the week in the confirmation of order; they are

only binding after being confirmed in writing. It is a prerequisite for complying with the time limits for deliveries and services that all of the documents, requisite licences and approvals which the buyer has to deliver are obtained and provided punctually, as well as that the buyer complies with the agreed terms of payment and other obligations. If these prerequisites are not fulfilled promptly, then the time limits will be prolonged to a reasonable extent.

(2) If we are unable to meet delivery deadlines for reasons for which we are not responsible (non-availability of the service), we are to inform the customer of this without delay and, at the same time, inform him of the expected new delivery time. If the service is also not available within the new delivery period, we are entitled to postpone the delivery or service for the duration of the hindrance or, either completely or partially, to withdraw from the contract. Non-availability of the service shall be deemed to exist in the event of force majeure of any kind, unforeseeable operational, traffic or shipping disruptions, fire damage, floods, unforeseeable shortages of labour, energy, raw materials or auxiliary materials, strikes, lockouts, official decrees, epidemics/pandemics, or if we are not obliged to procure the goods in the individual case. If our purchasing sources should be partially or completely unavailable, we are not obliged to cover our requirements from a different sub-supplier. In such a case, we will be entitled to distribute the available quantities of goods under consideration of our own requirements. The buyer does not have any other claims.

(3) Compliance with delivery periods is subject to correct and prompt self-delivery.

(4) Supply and invoicing of partial deliveries and is permissible insofar as no disadvantages arise as a consequence, in connection with implementation of the contract.

In the case of delivery of a large number of fungible goods (generic goods, in particular small parts), we are entitled to deviate from the stipulated quantity by up to 10%.

(5) We will only be considered in delay with the delivery or service if the delivery or service is due for provision and an express reminder has been issued in writing. If we are in delay with the delivery or service and the buyer incurs damage as a result, he can demand compensation for every complete week of the delay at the rate of 0.5% in each case but not exceeding 5% of the total price of the part of the deliveries and services which is delayed.

(6) The buyer's claims for damages due to delayed delivery or performance as well as claims for damages in lieu of delivery or performance that exceed the limits specified in paragraph (5) above are to be excluded in all cases of delayed delivery or performance, even after expiry of any deadline set for us for delivery or service. This rule does not apply to cases of intent or gross negligence in this respect, or if we are mandatorily liable for injury to life, limb or health. The Buyer can only withdraw from the contract within the scope of the legal provisions insofar as we are responsible for the delay in delivery. The above regulations do not involve any alteration to the buyer's disadvantage regarding the burden of proof.

(7) Place of performance regarding delivery as well as any follow-up performance is the location of our relevant supply plant. Place of performance regarding payment is our registered business address. At the request and expense of the buyer, the goods can be shipped to another destination (sale involving delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (particularly transport company, shipping route, packaging) ourselves.

(8) (a) The point in time when the risk is transferred is determined in accordance with the EXW section in Incoterms 2020. Accordingly, the risk of accidental destruction and accidental deterioration of the items to be delivered, or of goods entrusted to us for contractually defined processing (refinement or improvement), will pass to the Buyer on notification that the goods are ready for collection. Notification that the goods are ready for

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

collection is in fact equivalent to handing over of the consignment to the person transporting the goods, i.e., carrier or driver, or to the purchased item leaving our plant or warehouse for purposes of despatch, providing the goods are being despatched at the buyer's request. All consignments will be sent at buyer's risk from the moment when they leave our delivery plant or warehouse, even if a delivery free of freight charges has been agreed.

(b) If the collection or the despatch is delayed at the buyer's request or because of another reason for which he is responsible, or if it is impossible for us to deliver through no fault of our own, the risk will subsequently also be transferred to the as soon as he receives notification that the goods are ready for collection or information that they are ready for despatch. In these cases, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). In this connection, we will charge a flat-rate compensation to the amount of 0.5% of the invoice amount for each month or part thereof, as from notification of readiness for collection or notification of readiness for despatch.

Provision of evidence of a higher damage and our statutory claims (particularly compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The buyer is entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum. After a reasonably set time limit for collection has expired fruitlessly, we are furthermore entitled to make use of the article to be delivered in another way and to supply goods to the buyer according to a reasonably extended time limit, or to supply the buyer at his own cost and risk.

VII. Call-up orders

(1) If delivery on a call-up basis is agreed, we must be granted reasonable manufacturing times as from the point in time of the call-

up. In the case of orders on a call-up basis, delivery dates for partial deliveries are to be agreed subject to our capacity planning and the possibility of procuring the upstream materials.

(2) Written agreements about the period of delivery are required for call-up orders and subdividing deliveries. In the case of call-up orders, we are entitled to procure materials for the entire order and to manufacture the entire quantity ordered.

(3) In the case of call-up orders, we grant a time limit of six months from date of placing the order, unless anything to the contrary has been agreed. If this time limit has expired without any call-ups, we will subsequently be entitled either to invoice the products or to withdraw from the contract and claim compensatory damages, whichever we prefer.

VIII. Prices, due date for payment, cost of transport and payment arrangements

(1) The purchase price or wage will be recorded in our acknowledgement of order; the statutory turnover tax will be added in the case of business transactions on the domestic market, even if it has been overlooked in the confirmation of order.

We are entitled, up to the time of dispatch and following prior written notice issued with a period of notice of at least fifteen (15) days, to adjust the purchase price or the remuneration for work to be paid by the buyer for the products in accordance with the following provisions. A price adjustment will be considered if the costs for the procurement of raw materials, energy costs, import and export costs, taxes, customs duties or other contributions, as well as costs due to environmental protection requirements or exchange rate changes increase. It is to be emphasised that a price adjustment is not made to increase the profit margin. The buyer is to receive a list of the cost factors relevant for the price adjustment upon request. This also applies to individual orders which have already been confirmed by means of confirmation of order. The buyer hereby already accepts price increases in this respect.

(2) Invoices will be due for payment 30 days after the invoicing date without any deduction; in the case of arrears or default, we will be entitled to charge interest amounting to 9 percentage points above the respective basic interest rate according to section 247 BGB (German Civil Code). With respect to merchants, our claim to the commercial due date interest (section 353 HGB) remains unaffected. The right remains to claim further damages for default. Commissioned processing transactions and repair work are payable immediately after receiving the invoice (without granting a discount).

(3) The cost and insurance of transporting the goods are not included in our prices insofar as no franco domicile delivery is agreed and they will be charged to the buyer. An insurance policy to cover transport damage will only be arranged upon the request and at the cost of the buyer. If we have undertaken an obligation to despatch the goods, then such an arrangement does not in any way alter the transfer of risk, place of performance (domicilium executandi) and the afore-mentioned provisions. We will choose the type and means of transport but without guaranteeing the cheapest freight, full exploitation of the payload and the desired or ideal sizes of the wagons and containers. We will specify the carrier or freight-forwarder. Extra costs that arise because of the buyer's diverging requests will be charged to him. These requests must be notified to us promptly before the despatch. The buyer's requests will be considered if possible and at his own cost. If the goods are damaged or lost during transport, the buyer must arrange for an inventory to be made immediately and notify us about the result of it in writing immediately after receiving the consignment. The defective delivery is only to be sent back to us by prior agreement.

(4) Bills of exchange will only be accepted based on a separate agreement. Cheques will be accepted subject to being honoured for purposes of performance of contract. All bills of exchange and discounting expenses will be charged to the buyer. We are not liable

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

for delayed presentation of the bills of exchange or cheques, except in the case of gross negligence. We will establish which debt claims will be fulfilled by the buyer's payments, subject to waiving sections 366 and 367 of the BGB. The buyer waives the right to determine how his payments in this respect are to be utilized.

(5) We are permitted to withdraw from the contract, to demand down-payments, or to make our delivery dependent upon pledging securities, whenever we become aware of circumstances after conclusion of contract which justify doubts about the buyer's creditworthiness or financial solvency. These rights exist especially whenever any due debt claims are not settled immediately despite a reminder, or if for example an application is made to open insolvency proceedings.

(6) The buyer grants us a right of lien over the material that is transferred to us for carrying out the order and over the claims that arise in lieu thereof for securing all of the present and further claims arising from the business relationship with him. If the buyer falls into arrears with payment or if his credit lapses, then we will be entitled to sell the secured material on the open market at the value that is listed on the stock market, or at the average price on the German market if the secured material is not listed on the stock market, on the day of the defaulted payment or the lapsed credit.

(7) If the buyer is not prepared to make a prepayment or to guarantee security, then we will be entitled to withdraw from this contract after granting a reasonable period of grace and to choose either compensatory damages because of non-fulfilment or reimbursement of expenses.

(8) We are entitled, at our discretion, to issue invoices to the customer in digital form via e-mail. Digitally issued invoices shall be deemed to be originals. At our request, the customer will be responsible for providing a permanently assigned, secure e-mail address. The customer is to notify us in writing at least five (5) days before changing this e-mail address.

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

IX. Liability for drawings, illustrations, dimensions and weights

(1) Drawings, illustrations, dimensions and weights are only approximately decisive insofar as they have not been expressly described as binding. Divergences from the diameter, weight, dimension, the construction's number of articles and their quality, which are conditional on the raw materials or manufacture, remain reserved for the delivery of goods; the commercially usual excess lengths or short lengths of up to 10 % are permissible, insofar as the DIN, EN or ISO standards do not oppose them and they do not justify complaints and reduced prices. The appropriate EURO standards apply in the absence of such commercial usage, insofar as there are not any DIN standards or material datasheets.

(2) Colour samples and colour information are only provided as reference material and do not constitute a binding quality characteristic. Neither the determination of a degree of light fastness according to the wool scale nor the communication of the results of a test shall constitute a quality agreement. These are merely test methods and do not constitute a quality of the products.

(3) The utilised raw materials are subject to certain colour tolerances ("Yellow Index"), whereby colour changes may occur both in dyed products and in natural materials. Furthermore, colour changes due to the external and climatic conditions to which they are exposed (especially UV radiation, air humidity, etc.) cannot be ruled out.

The above-mentioned colour changes are basically purely optical effects that have no negative influence on the material in terms of overall strength, suitability, quality and service life and in any case do not constitute a defect.

Intellectual property rights

(1) The buyer undertakes to guarantee that no third-party intellectual property rights will

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

be infringed by the manufacture and delivery, insofar as the contractual products are to be manufactured according to the buyer's information.

(2) If a third party does not permit us to manufacture and deliver the goods by means of citing the intellectual property rights that are vested in him, then we will be entitled to suspend or stop the manufacture and delivery and to demand reimbursement of our expenses.

(3) We are not obliged to check the legal position.

(4) The buyer's claims for compensatory damages are excluded in these cases.

(5) The buyer must pay any compensation for the damages that we may incur because of infringing the intellectual property rights and he has to exempt us from third-party claims. An advance payment to cover the costs of legal proceedings must be made to us on demand.

XI. Documents and confidentiality

(1) We reserve the right of ownership or copyright over all the issued quotations and estimated costs, as well as the drawings, illustrations, calculations, brochures, catalogues, models, tools, other documents and aids that we have provided to the buyer. The buyer is not allowed, without our express written consent, to make these articles - either the articles or their contents - accessible to third parties, make them available to third parties, use them himself or via third parties, or duplicate them. He has to give these articles back to us in response to our demand and he has to destroy any copies that were made of them if he does not need them any more during the ordinary course of business, or if negotiations do not lead to concluding a contract.

(2) Insofar as the buyer comes into contact with our business secrets or expertise, or both, while carrying out the order, he must observe confidentiality about them as well as take precautions so that our interests that are

worthy of protection are not infringed and so that our knowledge will only be utilized in connection with the order or with the subsequent use of the article itself according to the order. In particular, the buyer bears the burden of proof that business secrets or expertise, or both, were already known to him beforehand, or that they were at least apparent to the general public.

(3) The buyer is obligated to treat all of the commercial and technical details that are connected with the commission as business secrets. He is also obligated to observe secrecy concerning the documents and information after carrying out the respective contract. Copying of the documents is only permissible within the framework of the operational requirements and provisions according to the law of copyright. A disclosure vis-à-vis third parties is only permissible with our written consent.

XII. Tools and non-recurring costs

(1) Provision costs such as tooling and development costs will be charged at 50% directly after receiving the order, insofar as nothing else arises from the confirmation of order or from an individual agreement that is made with him. The remaining 50% will be due for payment when the first serial parts are delivered. The parties to the contract agree that the provision costs are an ancillary service for VAT purposes in addition to the series parts manufactures with the tools for the respective customer. The provision costs share the VAT fate of the deliveries of the series parts.

(2) The pro rata provision costs for the optimization, compatibility, safety, design, preparation of drawings, material costs and production of the tool, the release samples as well as the participation in the procurement, modification, repair or provision of production moulds and tools plus statutory VAT will be borne by the customer. Ownership of such moulds and tools and all associated copyrights will remain with us. This will not apply if the customer provides its own production

moulds or tools for execution without us having substantially modified them. Any sole right to supply the products that are made with the moulds must be expressly agreed with the buyer. We undertake to keep available the fabricating moulds and tools that have been paid by the buyer until they succumb to natural wear and tear, but not for more than a period of two years after the last delivery.

XIII. Information about quality, advice and testing materials

(1) We will only promise special properties or features of our delivery or service in response to the buyer's express request and we will only then guarantee them if we have expressly mentioned this guarantee in our written acknowledgement of order. Reference to the technical descriptions of products, material indices, DIN standards, sales brochures and similar documents do not represent any guarantee of the properties which are described in them. A property or feature that will be ascertained only after mixing or connecting our product with other substances or articles will not apply as guaranteed in any case. Public statements, recommendations or advertising do not represent any information about the quality of our products.

(2) It is solely incumbent upon the buyer to check the suitability of the delivered goods or the refined, processed or refinished goods for his own operational purposes of use or re-processing, as well as to check the choice of quality or grade. This obligation especially applies to compliance with the legal and official regulations for utilizing our products.

(3) Any form of advice or recommendation that is given verbally or in writing by us or typically by our sales force, takes place subject to excluding any liability; we do not undertake any contractual duties of advice in this respect. Insofar as we give technical information or recommendations or we act in an advisory capacity and this information, these recommendations or this advice is not part of the written and contractually agreed scope of work that we owe, this service takes place

non-remuneratively and is subject to the exclusion of any liability even regarding any third-party intellectual property rights. The products will be applied, utilized and processed outside our possible control and therefore they lie solely within the buyer's area of responsibility.

(4) If the provision of a chemical analysis or technical-physical data of a material test is contractually stipulated, we shall only vouch for their reliability according to the examination possibilities of our company laboratory.

XIV. Packaging material

(1) We will specify the type and extent of the packaging insofar as no other agreement has been made. The packaging will be chosen to the best of our judgement and subject to considering the requisite care. Packaging beyond the purpose of the specific transport, or other special protection, e.g., for long-term safekeeping or storage, needs to be expressly agreed.

(2) We will only take back the packaging materials insofar as we are obliged to do so in accordance with the Verpackungsverordnung (German Packaging Ordinance) and in the case that nothing else is agreed.

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

XV. Obligation to notify defects, material defects, rights of recourse, withdrawal and compensatory damages

(1) The basis of our liability for defects is in particular the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). Our written product descriptions and manufacturer's specifications, which are the subject of the individual contract, shall be deemed to be an agreement on quality in this sense. Public statements (particularly in catalogues or on our Internet homepage, which were publicly announced at the time of the conclusion of the contract) shall only be used subordinately for the interpretation of the quality and for the presumed use of the goods. Insofar as the quality has not been agreed, whether or not a defect exists is to be assessed according to the statutory regulation, section 434, paragraph 3 BGB (German Civil Code). Public statements made by the manufacturer or on his behalf, particularly in advertising or on the label of the goods, take precedence over statements made by other third parties.

(2) In the case of goods with digital elements or other digital content, we are only obliged to provide such elements or content and, if applicable, update the digital content insofar as this results expressly from a quality agreement in accordance with paragraph (1). In this respect, we do not assume any liability for public statements made by the manufacturer and other third parties.

(3) As a matter of principle, we are not liable for defects of which the buyer is aware at the time of conclusion of the contract or was not aware due to gross negligence on his part.

The buyer's rights arising from defective products, as well as all of the contractual claims for compensatory damages because of deliveries, services provided and performed work, require as a prerequisite that he has properly complied with his duties of inspection and complaint that are required according to section 377 HGB (German Commercial Code). The defect is otherwise to be

considered as accepted. The buyer is to inspect the delivered goods or the goods that we have processed to the commercially usual extent after they have arrived and he is to submit complaints immediately and in writing about any defective materials or processing defects. Latent defects must be criticized immediately after the flaw has been discovered. In the case of building materials and other items intended for installation or other further processing, an inspection must always be carried out immediately before processing. The buyer is to allow the criticized articles to be inspected in response to our request and he is not to make any changes to them by means of reprocessing, installation or other operational utilization until we have made the decision about recognizing the complaint or refusing it. Any claims concerning defects will be invalidated if the buyer culpably infringes this duty. We reserve the right to charge the buyer for the costs of freight and transshipment, as well as for costs incurred in connection with checking in the case of unjustified complaints. The regulation in section 377 HGB (German Commercial Code) applies accordingly to the services and the performed work. The defect claims do not release the buyer from complying with payment obligations.

(4) We are liable as follows for material defects that were already present at the point in time when risk was transferred.

(a) The buyer must give us the time and opportunity necessary for the subsequent performance owed at our discretion, particularly to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer is to return the defective item to us at our request in accordance with the statutory provisions; however, the buyer does not have a claim for return. Subsequent performance does not include the dismantling, removal or de-installation of the defective item or the installation, attachment or installation of a defect-free item if we were not originally obliged to perform these services; claims of the buyer for reimbursement of corresponding costs remain unaffected. If the repair or replacement fails, then the buyer can

withdraw from the contract or reduce the remuneration, irrespective of any claims for compensatory damages.

(b) No defects claims will exist in the case of only diverging from the agreed quality insignificantly, or in the case of adversely affecting the agreed utility only insignificantly, or in cases of excessive stress, defective building work or unsuitable building ground, or on account of particular external influences that arise, which are not prerequisites according to the contract. If improper alteration or repair work is done by the buyer or by a third party, then no defect claims will exist for these modifications, nor for the consequences arising from them.

(c) Claims by the buyer due to expenses based on the subsequent fulfilment are excluded to the extent of expenses increasing because the subject of delivery or service was subsequently transported to a different location than the buyer's site, unless the transport complies with its intended usage. This applies accordingly for the buyer's claims of reimbursement according to section 445a BGB (Recourse of the Seller), provided that the last contract in the supply chain is not a consumable goods purchase.

(d) Claims of recourse of the buyer against us according to section 445a BGB (Recourse of the Seller) apply only to the extent that the buyer has not concluded agreements beyond the statutory warranty claims.

(e) The period of limitation is one year for the claims and rights because of defects in our products, services and performed work, as well as the damages that arise from them. Insofar as acceptance has been agreed, the limitation period is to commence upon acceptance. The above limitation period does not apply if the law prescribes longer periods, in particular section 438 I no. 1, 2, paragraph 3, sections 444, 445b BGB.

These limitation periods also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless application of the regular statutory limitation period (sections 195, 199

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

BGB) would lead to a shorter limitation period in an individual case.

(5) The buyer has to pay this compensation in the case that he withdraws from the contract, even if the delivered item deteriorates through contractual use.

(6) In the case of a delivery of used articles or overhauled articles (esp. regenerate) that was agreed with us in an individual case any warranty for material defects will be excluded.

(7) Insofar as commissioned renovating work is agreed, it will only be done based on the additional terms in accordance with our data sheet about commissioned renovating work.

(8) If an acceptance of the work is agreed, then the acceptance has to take place within the period of a week beginning on the date when we notify our readiness for the acceptance in our works or in our warehouse. The buyer will pay the cost of acceptance. If the buyer does not accept the delivered article within this period of one week, then that will be considered as acceptance. The buyer's rights because of a defect that appears after the buyer has completed the agreed acceptance are excluded, insofar as we do not undertake any guarantee for the workmanship quality or we have not fraudulently concealed a defect and the buyer did not complain about the defect although he would have been able to establish it with the agreed type of acceptance, i.e. he has failed to recognize the defect on account of his own negligence.

(9) Follow-up performance measures, i.e., delivering a flawless article or remedying defects, cannot allow the limitation period to begin again but only suspend the period of limitation that applies to the originally delivered article by the duration of the supplementary performance measure that is being taken. No recognition within the meaning of section 212 no. 1 BGB (German Commercial Code) is implied in doubtful cases because of the circumstance that we carry out the supplementary performance.

(10) No alteration of the burden of proof to the buyer's disadvantage is connected with the aforementioned regulations, i.e. contractual provisions.

(11) Otherwise, Article XVII applies to the claims for compensatory damages (other claims for compensatory damages). The buyer's further claims or his claims other than those in this Article XV against us and our agents or subcontractors because of a material defect are excluded.

(12) The legal provisions about the beginning of the statutory limitation and suspending it, as well as stopping and beginning the period again, remain unaffected insofar as nothing else is expressly specified.

XVI. Industrial property rights and copyrights; defects of title

(1) We are only obligated to provide the delivery or service in the country where the place of delivery is situated if it is free from industrial property rights and copyright, insofar as nothing else is agreed (hereinafter referred to as "intellectual property rights"). We are liable to the buyer within the period that is specified in Article XV, No. (4) (e), as follows, insofar as a third party makes justified claims because a contractually used delivery or service that we have provided infringes intellectual property rights.

(a) We will either obtain a right of use at our discretion and cost in order to alter or modify the affected deliveries and services in such a way that the intellectual property rights will not be infringed, or we will replace them. If it is impossible for us to take this action in reasonable circumstances, then the legal rights of withdrawal or reduction will be vested in the buyer.

(b) Our duty to pay compensatory damages is orientated according to Article XVII.

(c) Our aforementioned obligations only exist insofar as the buyer immediately notifies us in writing about any claims that a third party has made and if he does not recognize an infringement; we also reserve the right to take defensive measures and compensatory

action. If the buyer stops using the delivery or service because of important reasons, to reduce the damage or for other reasons, then he will be obligated to advise the third party that no recognition of infringing an intellectual property right is connected with stopping the use.

(2) Claims of the buyer are excluded insofar as he is responsible for infringing the intellectual property right.

(3) Claims of the buyer are furthermore excluded insofar as the buyer's special instructions cause an infringement of the intellectual property right, or because of a use that we have not foreseen, or the infringement is caused by the buyer changing the delivery or service and it will be used together with products that we have not delivered.

(4) Claims of the buyer that are regulated in no. (1) (a) apply in the case of infringing the intellectual property rights and the provisions of Article XV. Otherwise no. (2) (b) and (d) apply accordingly.

(5) The provisions of Article XV apply accordingly in the case of other defects of title.

(6) The buyer's further claims or his claims against us and our agents or subcontractors because of a defect of title are excluded, other than those claims that are regulated in this Article XVI.

XVII. Other claims for compensatory damages

(1) Claims of the buyer for compensatory damages and reimbursement of outlay (hereinafter "claims for compensatory damages") are excluded irrespective of legal basis, especially claims pertaining to infringement of duties arising from contractual obligations and tortious liability. This also applies to claims by the buyer for damages against employees, representatives and bodies of the Röchling Group.

(2) This rule does not apply insofar as there is compulsory liability, e.g., according to the Product Liability Law, or in cases of (criminal) intent, or because of injuring the life, limb or

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

health, or because of infringing essential contractual duties. However, the claim for compensatory damages arising from infringing the essential contractual duties is limited to the contractually typical and foreseeable damage, insofar as no (criminal) negligence or gross negligence is present, or because there is not any liability for injury to life, limb or health. The above regulations do not involve any alteration to the buyer's disadvantage with regard to the burden of proof.

(3) Furthermore, the compensatory duty is excluded insofar as the buyer has effectively limited his liability vis-à-vis his own customer. Nevertheless, the buyer will also strive to agree the limitations of liability in our favour to the legally permissible extent.

(4) The buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination on the part of the buyer (in particular pursuant to sections 650, 648 BGB) is excluded. In all other respects, the statutory provisions shall apply.

(5) Insofar as claims for compensatory damages are vested in the buyer according to Article XVII, these claims will be time-barred when the period of limitation that applies to claims for damages arising from material defects has expired according to Article XV. No. (4) (e). The statutory regulations about the period of limitation apply if we have fraudulently concealed the defect in the case of claims for compensatory damages arising from (criminal) negligence, or if we have undertaken a guarantee for the quality of the article, or if claims for compensatory damages are made because of injury to a person's life, limb, health or liberty, i.e., freedom of movement, if claims arising from the Product Liability Law are made, if there is a grossly negligent infringement of duty, or if essential contractual duties are culpably infringed, as well as in the case of applicable legal regulations in the Sale of Consumable Goods Law.

XVIII. Reservation of ownership

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

(1) All of the delivered articles remain our property until our debt claims against the buyer for the purchase price or wage have been paid in full (also those debt claims which result from earlier business transactions or subsequent business transactions) as well as any ancillary debt claims (interest on arrears and expenses of sending reminders). The reservation of ownership also applies to debt claims that are not due yet or to deferred debt claims, as well as to debt claims against the buyer that we possess or acquire for a legal reason other than a contract of sale, a contract for work and materials or a contract for work, especially for compensating the aforementioned debt claims by means of abstract debt claims for bills of exchange or cheques. The buyer is only entitled to dispose of the conditional commodities during the ordinary course of business transactions, especially for reselling or reprocessing, until we have recalled them.

(2) In the event of a breach of contract by the buyer, in particular in the event of non-payment of the purchase price due, we will be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand return of the goods on the basis of the reservation of ownership. The demand for return does not simultaneously include the declaration of withdrawal; rather, we are entitled to demand the return of the goods and to reserve the right of withdrawal. If the buyer does not pay the purchase price, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

(3) The buyer is to process the conditional commodities for us without the buyer acquiring claims for wages against us as a result. If a new article or a combined article is created through connecting the conditional commodity with parts that are not subject to our ownership, then we will acquire a quota of co-ownership in it according to the ratio of our invoiced value for the conditional commodity with the manufactured value or purchase value of the foreign parts. The buyer will

safely keep the conditional commodity for us non-remuneratively. He has to insure it to the customary extent against the usual risks, e.g. fire, theft and water. The buyer assigns to us herewith his claims to compensation amounting to the invoiced value of the goods, which are vested in him and arise from damage of the aforementioned kind, against the insurance companies or other persons or legal entities that are obligated to pay compensation. We accept the assignment.

(3) The buyer assigns the debt claims arising from reselling the conditional commodities to the second buyer, i.e., his own customer, to us in advance, or proportionately in the case of co-owned goods according to the ratio of value in paragraph (2) sentence 2 (extended reservation of ownership). If the conditional commodity has increased in value because the buyer processed it or he has taken other refining or improving measures, then the advance assignment will be limited to the amount of our invoiced value plus 10%. The buyer will not assert the unassigned parts of the debt claim(s) to our disadvantage. The buyer is entitled to collect the debt claims himself during the ordinary course of business transactions, provided we do not issue any instructions to him. He must pay us the amounts that he has collected immediately, insofar as our debt claims are due. However, the buyer is obligated to surrender them to us in response to the demand of third-party creditors and he must notify the assignment to them. Our authority to collect the debt claim(s) ourselves remains unaffected because of that. However, we will not collect the debt claim(s), provided that the buyer complies with his payment obligations arising from the proceeds collected if he is not in arrears with payment and especially if no application has been made to open insolvency proceedings if the payments are suspended or bankruptcy occurs. If the buyer assigns the debt claims arising from the resale of the conditional (co-owned) commodities beforehand in favour of third parties (especially lending banks) before he assigns them to us, then this assignment is not to be considered as a sale in the normal course of

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG

business transactions. The utilization (of the conditional commodity) in order to fulfil the contracts for work also applies as a resale for the purposes of this paragraph 3.

(4) The buyer is to notify us immediately about a seizure of our conditional commodity or another adverse effect on it, or about the debt claims by third parties that have been assigned to us (partial debt claims) in advance and which arise from this resale. The buyer is to permit us to enter his business premises on demand to establish, identify, separately store or remove the conditional commodities. The buyer undertakes to give us the information that is required for making debt claims that have been assigned in advance against the second buyer, i.e., his own customer and he will provide the records from his business vouchers that are needed for photocopying the documents concerning this matter.

(5) Insofar as our rights arising from the simple or extended reservation of ownership exceed our debt claims arising from the business relationship by more than 10% of the value in connection with any other real securities that the buyer has pledged to us, we will release the securities at our discretion in response to the buyer's demand.

(6) If the reservation of ownership that is agreed in this Article XVIII is impermissible with the same effect as German law states in the case of sales abroad, then the goods will remain our property until all our debt claims arising from the contractual relationship through the sale of the goods have been paid. If the reservation of ownership is impermissible with the same effect as in German law but it is permitted to retain other rights to the goods instead, then we will be entitled to exercise these rights. The buyer is obligated to cooperate with the measures that we want to take for protecting our proprietary right, or

to protect another right to the goods that substitutes it.

XIX. Right of setoff and right of retention

The setoff of our claims for payment is excluded insofar as the matter does not concern counterclaims of the buyer that are recognized by us or which are undisputed or legally established.

The exercise of a right of retention is not vested in the buyer because of his counterclaims arising from a contractual relationship other than the definitive one.

XX. Applicable law, place of jurisdiction and severability clause

(1) The contractual relationships with the Buyer are subject to the law of the Federal Republic of Germany and exclude the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) If the Buyer is a businessman, the sole local and international place of jurisdiction (domicilium disputandi) for settling all disputes arising directly or indirectly from the contractual relationship is our registered office. This provision also applies to the disputes that arise in legal proceedings about documents, bills of exchange or cheques. We are also entitled, however, to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or a prior individual agreement or at the general place of jurisdiction of the buyer. Overriding statutory provisions, in particular concerning exclusive jurisdiction, remain unaffected.

(3) If a provision of these Terms and Conditions of Sale and Delivery is or becomes ineffective or unenforceable, then the validity of the remaining provisions of the contract will not be affected as a result.

XXI. Information concerning data-protection and in the case of electronic commerce

(1) We collect and process data according to the EU General Data Protection Regulation and German Federal Data Protection Act.

We collect, process and use your personal data, particularly contact data, as well as your email address, if provided by you to conclude the business relationship. We are entitled to consult information (e.g. also a so-called score value) from external service providers to assist in the decision-making process with respect to the credit check, and to base the payment method upon the result. We reserve the right to transmit the data to third parties (e.g. insurances) if required for the fulfilment of the contract. Please use the following link for further information available in our General Data Protection Regulations: <https://www.roechling.com/de/datenschutz>.

If we use a tele-service or media service (contract in the scope of electronic business transactions) in the sense of Article 312i of the German Civil Code for purposes of concluding a contract governing delivering of goods or providing services, the Buyer waives the provision that

- a. a reasonable, effective and accessible technical device is to be provided, with the help of which the Buyer can detect and report on input mistakes before issuing his purchase order,
- b. the information which is specified in Article 246c of the introductory law to the German Civil Code is clearly and understandably communicated punctually prior to submitting his order and
- c. receipt of his order is to be immediately confirmed by electronic means.

Industrial Division

Röchling Industrial SE & Co. KG
Röchling Industrial Lahnstein SE & Co. KG
Röchling Industrial Ruppertsweiler GmbH
Röchling Industrial Lützen SE & Co. KG
Röchling Industrial Allgäu GmbH
Röchling Industrial Roding GmbH
Röchling Industrial Laupheim GmbH
Röchling Industrial Xanten GmbH

Medical Division

Röchling Medical Solutions SE
Röchling Medical Waldachtal AG