

General Terms and Conditions of Sale and Delivery

1. Validity

1.01

All deliveries, services and offers of Agrob Buchtal Solar Ceramics GmbH (hereinafter referred to as “**AB**”) are based exclusively on these General Terms and Conditions of Sale and Delivery. These are an integral part of all contracts which AB concludes with its contractual partners (hereinafter referred to as “**customer**”) for the deliveries or services it offers. They also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

1.02

The general terms and conditions of the customer or third parties shall not apply, even if AB does not separately object to their validity in individual cases. Even if AB refers to a letter which contains or refers to the customer's or a third party's general terms and conditions, this does not constitute an agreement with the validity of those general terms and conditions.

2. Offer and conclusion of contract

2.01

All offers made by AB are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period. This also applies if AB has provided the customer with technical documentations (e.g. drawings, plans, calculations, estimates, implementation plans, project proposals, laying plans, quantity determinations, draft specifications, references to DIN standards), other product descriptions or documents, also in electronic form. AB assumes no liability for the accuracy of such documentations.

2.02

The legal relations between AB and the customer shall be governed solely by AB's written order confirmation, including these General Terms and Conditions of Sale and Delivery. AB's order confirmation shall fully reflect all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments of AB prior to the written order confirmation shall not be legally binding. Verbal agreements between the contracting parties shall be replaced by the order confirmation in writing, unless expressly agreed otherwise between the contracting parties. Additions and amendments to the agreements made, including these General Terms and Conditions of Sale and Delivery, must be made in writing to be effective.

2.03

Information provided by AB regarding the subject matter of the delivery or service (e.g. weights, dimensions, utility value, load capacity, tolerances and technical data) as well as representations by AB (e.g. drawings and illustrations) are only approximate unless exact conformity is required for the usability for the contractually intended purpose. They are no guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations due to legal regulations or technical improvements, as well as the replacement of parts by equivalent parts, are permissible, provided that they do not impair the usability for the contractually intended purpose.

2.04

The basis for the properties of the goods covered by the contract is DIN EN 14411 in its relevant parts with regard to ceramic covering materials. Furthermore, property specifications attributable to AB which contain measurable values are to be understood with a tolerance of $\pm 10\%$.

2.05

Ceramic tiles and panels are manufactured in different formats. This means that different quantities are required per square metre of laid surface. When calculating the price per square metre, the respective joint widths specified in the standards for laying are included in the calculation.

2.06

The goods are packed in cardboard boxes and shrink-wrapped on pallets. INTERSEROH, contract no. 25454, is responsible for recycling the packaging put on the market by AB in accordance with the requirements of the Ordinance on Packaging. Any additional special packaging will be charged to the customer.

2.07

Products marked as 1st choice meet the requirements of the relevant DIN EN 144 11 standard. Products marked as 2nd choice do not meet the requirements of the aforementioned standard and feature technical and/or visual defects, which exclude them from qualification as 1st choice.

2.08

Due to the particular character of ceramic production, the colours of the ceramic products delivered can deviate from samples submitted. In the case of split tiles in particular, a play of colours is typical and in some cases also desired. In addition, there are permissible tolerances with regard to size and thickness.

2.09

The wear to which every floor covering is subject depends, on the one hand, on the area of application, duration and frequency of exposure to stress, type and degree of soiling as well as, on the other hand, the hardness and wear-resistance of the covering material. The classification into stress groups refers to the wear-resistance of the glazes, but not to their loading capacity with regard to pressure and heavy weights.

2.10

Only those products are suitable for processing (especially laying) in commercial and public buildings which have been expressly approved by AB for these areas of application. The customer should therefore pay attention to the respective recommendations of use for the products.

2.11

In the case of some artistic and decorative glazes, crazes - sometimes forming only after laying - are typical of the appearance of these products. Crazes do not impair the utility value of the tiles.

2.12

AB shall be entitled to sell and assign claims against its customers. Contractual prohibitions of assignment shall not apply.

2.13

In the case of contract manufacturing, i.e. products manufactured individually according to customer specifications, neither cancellation nor return of the ordered products is possible, unless it is a warranty case.

2.14

If call-off orders are not called off by the customer within 4 weeks after the expiry of the call-off period, the customer shall be in default of acceptance, entitling AB to demand payment.

2.15

The same applies to call-off orders without an agreed call-off period if more than four months without call-off have passed since the receipt of the notification from AB that the goods are ready for shipment.

3. Shipment, passing of risk, acceptance

3.01

Deliveries are made ex works (EXW Incoterms 2020) as follows:

Collection requires advance notification in writing three working days in advance in order to arrange an exact collection time with AB. If these conditions are not met, the goods can only be collected after a new time has been agreed with AB. In this case, AB reserves the right to charge the customer an administration fee of € 100.00 net for the reorganization.

3.02

If, on the other hand, shipment of the goods is agreed between the parties at the customer's request, the mode of shipment and packaging shall be at the sole discretion of AB, and the risk shall pass to the customer at the latest upon handover of the delivery item (i.e. commencement of the loading process) to the forwarding agent, carrier or other third party designated to carry out the shipment. In the case of such a sale by delivery to a place other than the place of performance within the meaning of Section 447 of the German Civil Code (BGB), the customer shall pay the transport costs ex works and, if applicable, the costs of any transport insurance

requested by the customer. Section 447, para. 2 of the BGB shall not apply. The transport costs are excluded from any discounts and cash discounts. If the shipment or handover is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day on which the delivery item is ready for shipment and AB has notified the customer thereof.

3.03

The combining of several shipments to one destination in the case of a sale by delivery to a place other than the place of performance at the customer's request is only possible if the customer expressly requests this in writing and the carrier has the necessary flexibility. In this case, delivery periods shall be extended and delivery dates postponed in accordance with section 4.01.

3.04

A change of the destination by the customer shall not be possible after conclusion of the contract.

3.05

In the case of collection by the customer or delivery to the customer, but not in the case of direct delivery to the construction site, AB may, if the goods are packed on Euro-pallets, take back the same number of exchangeable pallets of the same type and quality in exchange if this has been agreed in writing between the customer and AB in advance. Only pallets which are not in need of repair can be exchanged. Otherwise the current pallet price will be charged per pallet. If the goods are packed on heat-treated or gassed pallets, the respective current price for heat-treated or gassed pallets is used. This regulation only applies to Germany.

3.06

If AB takes back goods on a goodwill basis, i.e. if there is no contractual or legal obligation to take them back, the freight charges shall be borne by the customer. In addition, a redemption fee in the amount of 25% of the invoice value of the goods will be invoiced or deducted in the case of a credit note for the goods.

4. Period of delivery, force majeure

4.01

Possibly agreed periods of delivery shall be effective ex-works unless expressly otherwise agreed. Such periods of delivery start with the date provided in the order confirmation of AB, at the earliest, however, when the documents, approvals, call-offs and addresses for shipment required for delivery and to be procured by the customer are available and the customer has made advance payments or provided securities as agreed. As far as a period of delivery has been agreed, this period shall be reasonably extended if the customer is in arrears with the provision of documents, approvals, address for shipment, notifications, advance payments or securities to be procured by it and required for delivery. If a delivery date has been agreed, this date shall be reasonably postponed if the customer is in arrears with the provision of documents, approvals, address for shipment, notifications, advance payments or securities to be procured by it and required for delivery. Such a postponement of delivery dates or extension of periods of delivery also takes place if the cooperation of the customer itself or through third parties required for the services to be rendered by AB does not exist in time, or if several shipments are to be combined at the customer's request within the meaning of section 3.03.

4.02

Periods and dates for deliveries and services promised by AB are always only approximate, unless a fixed period or date is expressly promised or agreed. If the customer requests alterations of the contract after order confirmation, the period of delivery shall not commence until AB has confirmed the alteration of contract. The delivery date shall be postponed accordingly.

4.03

If shipment or delivery of the goods is delayed due to a circumstance originating in the customer's area of risk and responsibility (including default of acceptance of the customer), the customer shall reimburse AB for the damage resulting from this, including additional expenses (e.g. storage costs). The claim for reimbursement of such costs shall amount to at least 0.5 % of the outstanding invoice amount for the corresponding delivery for each month in case of storage by AB, but shall not exceed a total of 5% of the outstanding invoice amount for the corresponding delivery. This amount shall become due for the first time one month after the agreed delivery date or the agreed period of delivery or, in the absence of an agreement on a delivery date or period of delivery, after notification of the readiness for shipment. The proof of a higher damage and the statutory claims of AB (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; however, the flat rate shall be offset against further claims. The customer is entitled to prove that AB has incurred no damage at all or only a damage lower than the above flat rate.

4.04

AB shall not be liable for impossibility of delivery or for delays in delivery insofar as these are due to force majeure or other events which were not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining necessary official approvals, pandemics or epidemics, official measures or the failure of suppliers to deliver, or to deliver correctly or in time despite a congruent hedging transaction concluded by AB) for which AB is not responsible. If such events make delivery or performance significantly more difficult or impossible for AB and the impediment is not only of a temporary nature, AB shall be entitled to withdraw from the contract. In the case of impediments of a temporary nature, the periods of delivery or performance shall be extended or the delivery or performance dates postponed by the period of the impediment plus a reasonable start-up period. If, as a result of the delay, the customer cannot reasonably be expected to accept the delivery or service, it may withdraw from the contract by immediately notifying AB in writing.

4.05

If AB is in default with a delivery or service, or if a delivery or service becomes impossible for AB, the liability of AB shall be limited to damages in accordance with section 10 of these General Terms and Conditions of Sale and Delivery.

5. Partial deliveries / surplus quantities and shortage in quantities

5.01

If the goods are manufactured as special production at the customer's request, AB shall be entitled to supply a surplus quantity of up to 10%; this shall not be deemed to be a breach of duty. The purchase price shall change accordingly.

5.02

AB is only entitled to make partial deliveries if

- the partial delivery is usable for the customer within the scope of the contractual intended purpose,
- delivery of the remaining goods ordered is guaranteed and
- this does not result in significant additional expenditure or costs for the customer (unless AB agrees to bear these costs).

6. Prices

6.01

The prices apply to the scope of services and delivery specified in the order confirmation. Additional and special services will be charged separately. All prices are quoted in euros ex works plus packaging (excluding pallets), freight costs, value added tax at the statutory rate applicable at the time of delivery of the goods, and, in the case of export deliveries, any customs duties, fees and other public charges.

6.02

Insofar as the agreed prices are based on AB's price lists, these price lists shall generally apply for one calendar year. If, however, the cost factors change after conclusion of the contract, in particular the prices for raw materials or auxiliary materials as well as wages and transport costs, due to an event which was unforeseeable at the time of conclusion of the contract within the meaning of section 4.04, AB may make a corresponding adjustment of the list prices if there is a period of more than 4 months between order confirmation and delivery. Such changes shall take effect at the end of the month following notification to the customer, always with four weeks' notice.

6.03

Each opened pallet from an order will not be charged at the corresponding pallet price, but at the corresponding package price. Special net prices exclusively apply to full pallets. This special net price does not apply to opened pallets which are not purchased in full.

7. Terms of payment

7.01

Unless otherwise agreed in writing, payments are due immediately.

7.02

The receipt on the AB account shall be decisive for the date of payment.

7.03

A cash discount of 2 % is granted for advance payment before delivery, and a cash discount of 1 % for payments made within 14 days after receipt of the invoice.

7.04

Payments to be made to AB are due after 30 days from the date of invoice at the latest. By exceeding this date, the customer is in default of payment.

7.05

The place of performance for payments is the registered office of AB.

7.06

The customer can only offset with undisputed or legally effective claims.

7.07

If, after conclusion of the contract, the customer's financial situation deteriorates significantly, which is likely to substantially reduce its creditworthiness and which jeopardizes the payment of AB's outstanding claims by the customer from the respective contractual relationship (including from other individual orders to which the same framework contract applies), AB may, at its discretion, demand advance payment or provision of security for services and deliveries still to be performed. If the customer does not comply with this demand, AB may withdraw from the contract.

7.08

The notice period is shortened to one day for pre-notification via the direct debiting scheme, which is done by sending the notice of bank collection. The pre-notification will be sent at least one day before the due date.

7.09

In the case of deliveries within the European Union within the meaning of § 6a of the Value Added Tax Act, the customer is obliged to confirm to AB after the arrival of the goods at their final destination that the goods entered the remaining Community area (entry certificate according to § 17a of the Value Added Tax Implementing Ordinance). For this purpose, AB provides a single-use link respectively alternative documents. In case that the customer does not fulfill this duty within two months after delivery, AB is entitled to invoice a security deposit in the amount of the value added tax applicable at the time of delivery in the Federal Republic of Germany.

8. Customer's obligation to inspect and to give notice of defects

8.01

The customer's statutory obligations to inspect and give notice of defects in accordance with section 377 of the German Commercial Code (HGB) apply, with the following special provisions:

Before processing (in particular before laying), the goods must also be checked for colour deviations by cleaning the tiles. Obviously defective goods must not be processed. If the goods are processed despite a colour deviation which is outside the tolerance permitted according to section 2.08 or despite any other material defect, the processed goods shall be deemed to be accepted.

8.02

Processing must not be continued if the defects become apparent during processing. If the goods are processed nevertheless, the processed goods shall be deemed to be accepted.

8.03

If goods with special characteristics are ordered which can not be found without special experimental checks, such as e.g. surface coatings, the packaging of the goods must be examined for a note referring to these special characteristics. If this is not the case, notification of the absence of the note must be provided within three days after delivery. If the goods are processed despite the missing note, any warranty and liability for the absence of the respective special characteristic shall be excluded.

8.04

Defective goods must be kept ready for inspection by AB in the condition in which they are at the time of detecting the defect and have to be stored properly until the complaint has been settled. In the case of violation of this provision, the customer has to prove that the condition of the goods has not deteriorated due to its behaviour and subsequent performance has not become more expensive.

9. Warranty

9.01

The warranty period is one year from delivery or, if acceptance is required, from acceptance. This period does not apply to claims for damages by the customer arising from injury of life, body or health or from intentional or grossly negligent breaches of duty by AB or its vicarious agents, nor to claims under the Product Liability Act, which are subject to the statutory period of limitation in each case. If the goods are a construction or an item which has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the period of limitation is five years from delivery of the goods in accordance with the statutory provision of section 438, para. 1, no. 2 of the German Civil Code (BGB).

9.02

In the case of a material defect of the delivered item, AB shall initially be entitled and obliged to repair or replace the item at its discretion within a reasonable period of time.

9.03

At AB's request, a rejected delivery item must be returned to AB carriage paid. If the complaint is justified, AB will reimburse the costs of the cheapest shipping method; this does not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

9.04

AB shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any removal and installation costs, if a defect actually exists. Otherwise, AB may demand reimbursement of the costs incurred as a result of the unjustified request to remedy the defect from the customer if the customer knew or could have recognized that no defect actually existed.

9.05

The warranty shall lapse if the customer modifies the delivery item or has it modified by third parties without AB's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

9.06

AB shall not warrant for components provided by the customer. The customer shall be exclusively responsible for the suitability and quality of such components unless expressly otherwise agreed.

9.07

If AB is responsible for a defect, the customer may only claim damages under the conditions specified in section 10.

9.08

AB only provides a warranty for the KeraTwin K20 system if the construction inspection approval no. Z-10.3-844 issued by Deutsches Institut für Bautechnik is fully complied with, which must be ensured by the customer.

AB only provides a warranty for the KeraAion K8 system if the construction inspection approval no. Z-10.3-776 issued by Deutsches Institut für Bautechnik is fully complied with, which must be ensured by the customer.

AB only provides a warranty for the Drytile system if the construction inspection approval no. Z-156.610-1373 issued by Deutsches Institut für Bautechnik as well as the laying guidelines (Drytile ceramic system flooring) in the currently valid version are fully complied with, which must be ensured by the customer.

10. Compensation for damages

10.01

AB's liability for damages, irrespective of the legal basis, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, is limited in accordance with this section 10, insofar as fault is relevant in the respective case.

10.02

AB shall not be liable in the case of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this involves a breach of essential

contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely).

10.03

Insofar as AB is liable for damages on the merits in accordance with section 10.02, this liability shall be limited to damages which AB foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised the customary care. Indirect damages and consequential damages resulting from defects of the goods shall only be eligible for compensation if such damages are typically to be expected when the goods are used for their intended purpose. The above provisions of this section 10.03 shall not apply in the case of intentional or grossly negligent conduct on the part of members of AB's executive bodies or senior executives.

10.04

The above exclusions and limitations of liability apply to the same extent in favour of AB's executive bodies, legal representatives, employees and other vicarious agents.

10.05

Insofar as AB provides technical information or acts in an advisory capacity and this information or advice does not form part of the contractually agreed scope of services owed by AB, this shall be provided free of charge and excluding any liability.

10.06

The limitations of this section 10 shall not apply to AB's liability for intentional or grossly negligent conduct, for guaranteed characteristics, for injury to life, body or health, or according to the Product Liability Act.

11. Storage

11.01

If, in exceptional cases, temporary storage of finished goods at AB is expressly agreed between AB and the customer, or if storage becomes necessary due to default of acceptance, AB shall not be liable for any damage which occurs despite exercising reasonable care.

11.02

AB is also not obliged to insure stored goods.

11.03

In case of storage at AB on the basis of an agreement between AB and the customer within the meaning of section 11.01, AB may charge 2.00 (two) euros per day and per pallet.

12. Reservation of title

12.01

The reservation of title agreed below serves to secure all existing and future claims of AB against the customer arising from the delivery relationship between the contracting parties (**"secured claims"**).

12.02

The goods delivered by AB to the customer remain the property of AB until all secured claims of AB have been paid in full. The goods and the goods replacing them in accordance with the following provisions, which are covered by the reservation of title, are hereinafter referred to as **"reserved goods"**.

12.03

The customer is entitled to process and sell the reserved goods in the ordinary course of business until the event of realization (section 12.08) occurs. Pledging and security transfer of title are not permitted.

12.04

If the reserved goods are processed by the customer, it is agreed that the processing shall be carried out in the name and on behalf of AB as the manufacturer and that AB shall immediately acquire ownership or - if the processing is carried out using materials of several owners or if the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in proportion of the value of the reserved goods to the value of the newly created item. In the case that no such acquisition of ownership occurs at AB, the customer hereby transfers its future ownership or - in the above-mentioned proportion - co-ownership of the newly created item to AB as security. If the reserved goods are combined with other items to form a single item or are inseparably mixed and one of the items is to be regarded as the main item, so that AB or the customer acquires sole ownership, the party to whom the main item belongs shall transfer to the other party the proportional co-ownership of the single item in the proportion specified in sentence 1.

12.05

In the case of resale of the reserved goods, the customer hereby assigns to AB, by way of security, the claim resulting from this against the purchaser - in the case of co-ownership of AB in the reserved goods, proportionately in accordance with the co-ownership share. The same applies to other claims which replace the reserved goods or otherwise arise with regard to the reserved goods, such as e.g. insurance claims or claims arising from tort in the case of loss or destruction. AB gives the customer the revocable authorization to collect the claims assigned to AB in its own name. AB may only revoke this collection authorization in the case of realization.

12.06

If third parties access the reserved goods, in particular through attachment, the customer shall immediately notify them of AB's ownership and inform AB thereof in order to enable AB to enforce its property rights. If the third party is unable to reimburse AB for the judicial or extrajudicial costs incurred in this connection, the customer shall be liable to AB for these costs.

12.07

AB shall release the reserved goods and the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 25%. The selection of the items to be released thereafter shall be at AB's discretion.

12.08

If AB withdraws from the contract due to a behaviour contrary to contract of the customer, in particular due to default of payment (event of realization), AB shall be entitled to demand the return of the reserved goods.

13 Place of performance

13.01

The place of performance for the services to be provided by AB shall be the registered office of AB, unless otherwise agreed. If AB is also responsible for installation, the place of performance shall be the location where the installation is to take place.

13.02

The place of performance for deliveries is the registered office of AB, in particular also if AB handles the transport itself.

14. Place of jurisdiction and applicable law

14.01

For all disputes arising from and in connection with the business relationship between AB and the customer, Bonn is agreed as the place of jurisdiction, provided that the customer is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany.

14.02

The business relationship between AB and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and the international private law.