



Section 1 – Applicability

a)

These Terms and Conditions apply to contracts through which Enneatech AG (hereinafter referred to as the 'Supplier') is obliged to deliver goods to the other Contracting Party (hereinafter referred to as the 'Recipient') and, if necessary, to assemble them.

b)

In addition to these Terms and Conditions or instead of these Terms and Conditions, other terms and conditions only apply if they have been expressly agreed in writing.

c)

These Terms and Conditions apply exclusively to business relationships between companies.

d)

These Terms and Conditions form part of the Contract in the language in which the Contract is concluded. If another copy of these Terms and Conditions in a different language is attached to the Contract, the Terms and Conditions will nevertheless only form part of the Contract in the language in which the Contract is concluded.

Section 2 – Conclusion of Contract

Declarations made to the Recipient by the Supplier, where the intention is to conclude a Contract, are to be understood as invitations to the Recipient to submit an offer to conclude a Contract. The Contract enters into force when the Recipient submits a contractual offer and the Supplier accepts it. If there is a discrepancy between offer and acceptance, the Supplier's declaration shall be deemed a new invitation to the Supplier to submit an offer.

Section 3 – Delivery

a)

The contracting parties shall set out performance instructions in individual contracts. Otherwise, the Supplier shall use its own delivery terms.

b)

The Supplier is entitled to render partial performance that can be used as intended if the other partial performance is guaranteed and provided the Supplier undertakes to bear any additional costs that may arise as a result.

c)

The Supplier's agreed deadlines and dates are to be understood as approximate targets. The parties agree that there may be deviations from deadlines and dates in

individual cases. This does not apply if the Contract is expressly structured as a fixed transaction.

d)

Unless otherwise agreed, the Recipient is obliged to observe public law obligations and regulations regarding the import, transport, storage and use of the product. The Recipient shall also ensure necessary and appropriate training for this, in particular any training required according to the REACH regulation.

Section 4 – Payment

a)

Payment of the fee is the Recipient's essential main performance obligation.

b)

If the Recipient is in default of payment, the Supplier is entitled to charge interest of 9 percentage points above the Deutsche Bundesbank's base interest rate for invoicing in euros from the time the default occurs, otherwise it is entitled to charge 9 percentage points above the base interest rate of the respective base interest rate for the corresponding central bank in the country of the currency invoiced.

c)

If there are any doubts regarding the Recipient's solvency, in particular because the Recipient is in default of payment, the Supplier is entitled to demand appropriate security before further performing the Contract. The Supplier can also request a change in payment terms, such as payment in advance or other performance phases.

d)

The Recipient's payment is due at the Supplier's registered office.

Section 5 – Default

a)

If an individual quality standard is not expressly agreed in the Contract, the Supplier's production standards shall apply.

Statutory guidelines or regulations are only considered to be an agreed quality if they are expressly referred to in the Contract.

The quality of samples is only considered to be an agreed quality if this sample has been expressly referred to in writing in the Contract.



'Identified uses' relevant to the goods according to the European Chemicals Regulation (REACH regulation) do not constitute an agreement on a corresponding contractual quality for the goods nor use required by the Contract.

b)

Declarations of quality or durability are only valid as a guarantee if this information is expressly designated as such in writing.

c)

Advice from the Supplier is given to the best of their knowledge. In addition to this advice, the Recipient shall personally check the function for applicability and suitability.

d)

Should general prices of the Supplier's product to be delivered increase during the performance of the Contract, the Supplier is entitled to unilaterally apply the prices applicable on the day of delivery as a basis. If the price of a product increases as a result, the Recipient is entitled to withdraw from the Contract within 14 days of becoming aware of the price increase.

e)

The Recipient must immediately check the goods for defects. The Recipient shall notify the Supplier of these defects in writing immediately and within 4 weeks at the latest. If there are hidden defects, the Recipient shall notify the Supplier in writing immediately after they become known, but at least within 4 weeks of becoming aware of them. The notice of defects must describe the defect in detail.

If there is transport damage, the Recipient must report this to the transport company immediately in writing and submit a copy of the damage report to the Supplier.

f)

If the product is defective, the Supplier has the right to supplementary performance. The Supplier can choose between subsequent delivery or rectification. The Supplier is entitled to two attempts at supplementary performance. If the two attempts at supplementary performance fail or supplementary performance is unreasonable for the Recipient, the Recipient can choose to either withdraw from the Contract or reduce the agreed price to a reasonable extent.

g)

If the Supplier is obliged to pay compensation, the statutory regulations apply with the following stipulations. If the Supplier is liable for negligence, the Supplier shall be liable for intent and gross negligence. If the Supplier acts negligently in the fulfilment of essential obligations, the Supplier shall be liable to provide compensation for the typical, foreseeable obligations. The Supplier's liability for simple negligence in the case of non-essential obligations is excluded.

This limitation to intent and gross negligence does not apply to any damage resulting from injury to life, limb, health or freedom. Furthermore, in the event of fraudulent intent or an assumed guarantee, liability is not limited to intent or gross negligence.

The Supplier is not liable for impossibility or delays if these are due to public law provisions, in particular impossibility or delays caused by the Recipient due to complying with public law obligations in connection with the REACH regulation.

h)

The limitation period for claims arising from defects in quality and title is one year from delivery. In cases of legal or contractual acceptance, the limitation period is one year from acceptance.

The limitation period for contractual and tortious claims for damages is one year. The statute of limitations begins when the statutory limitation period begins. This limitation period does not apply to buildings and customary parts of buildings (Section 438(1) No. 2 of the German Civil Code [Bürgerliches Gesetzbuch, BGB]); for rights in rem of third parties or rights entered in the land register (Section 438(1) No. 1 BGB); in the case of deviating special legal regulations such as Sections 444, 445 b BGB; in the event of intent or gross negligence; in a case in which under this Contract, according to Section 5 g), liability is not limited to intent and gross negligence.

i)

If the Supplier is unable to provide full, partial or timely performance for reasons beyond its control (force majeure), such as war, riots, natural disasters, labour disputes, public hardship, shortages of raw materials and energy, traffic and operational disruptions, fire and explosion damage, public law decrees) because the availability of raw materials which the Supplier needs is reduced so that the Supplier cannot meet its obligations, the Recipient cannot



demand performance for the duration of the force majeure and cannot demand replacement procurement either.

This also applies if force majeure makes the performance of the Contract uneconomical on a permanent basis.

This section also applies to force majeure affecting a company from which the Supplier purchases goods.

If force majeure continues for more than three months, the Supplier is entitled to withdraw from the Contract.

Section 6 – Offsetting, retention

The Recipient is only entitled to offset or assert rights of retention if its counterclaims have been established by law or are recognised by the Supplier.

Section 7 – Transfer of ownership

a)

The Supplier retains ownership until the price has been paid in full.

b)

In addition, the Supplier retains ownership if the price for this delivery has been paid but the price for further deliveries by the Supplier has not been paid.

c)

If the product delivered by the Supplier is processed while the Supplier still retains ownership, the Supplier shall immediately acquire ownership in the newly created item. If the product is processed together with other products while the retention of title is in force, the Supplier shall acquire proportionate co-ownership based on the value of the goods in relation to the value of the other processed products. If the product is mixed or combined, the Supplier shall also become a proportionate co-owner of the mixture or combination in relation to the values of the mixed or combined items.

d)

For products delivered to the Recipient, which are the property of the Supplier, the Supplier shall allow the Recipient to dispose of them as long as it meets its obligations under the Contract with the Supplier. Claims that the Supplier acquires by concluding contracts under which it is obliged to sell products owned by the Supplier are assigned by the Recipient to the Supplier on conclusion of the Contract. In the case of co-ownership of a sold product, the assignment is made in the proportion that corresponds to the co-ownership share.

The Recipient assigns recognised balance claims from current account agreements to the Supplier at the time the Contract is concluded with the Supplier in the amount of the Supplier's outstanding claims.

The Supplier has the right to request information regarding the products it owns and claims based on this section.

If the Recipient is in default of payment, the Supplier can demand that the Recipient hand over the items owned by it and demand that the purchaser no longer exercises a power of disposal over the items owned by the Supplier.

e)

If the value of the items owned by the Supplier in this way, which are located at the Recipient, corresponds to more than 110% of the total value of the Supplier's due claims against the Recipient, the Recipient may demand that the Supplier transfer ownership to the Recipient so that the value of the security collateral transferred is not more than 110% of the outstanding claims. The Supplier shall select the items to be transferred by it.

Section 8 – Final provisions

a)

The Recipient is obliged to keep confidential the Supplier's personal data, insofar as the use of this data is not mandatory under public law or is contractually provided for or is subject to explicit consent. The Recipient provides its assurance that it will comply with the requirements of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and the GDPR as amended with respect to data usage. The Recipient provides its assurance that all processors will comply with this obligation.

The Supplier's data protection regulations can be found at <https://enneatech.com/impressum/#datenschutz>.

b)

The parties agree that the place of jurisdiction for any disputes arising from this Contract is Aurich in Ostfriesland.

c)

German law applies to this Contract. However, the rules of German private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 shall not apply.

d)

Should a contractual provision be declared invalid by a court, a clause which most closely corresponds to the



economic purpose of the invalid clause and which in turn is valid shall replace it.

If a contractual provision is invalid or void, this shall not result in the invalidity of the entire Contract. Instead, the remainder of the Contract shall remain valid.

Date: 28/04/2022