

General Terms and Conditions Status: May 2020

A. Scope

1. These General Terms and Conditions apply to any and all of our contracts concerning deliveries and other services (hereinafter referred to as "Delivery"). Nonconforming terms and conditions from the contractual partner apply only if we explicitly acknowledge them. The contractual partner's General Terms and Conditions are not binding, even if their validity has not been expressly contradicted. The tacit acknowledgement of the contractual partner's General Terms and Conditions through acceptance inferred from our conduct is excluded.

2. These General Terms and Conditions also apply to future contractual relationships. These also apply irrespective of whether reference is made to them in individual cases.

3. Our General Terms and Conditions apply only vis-à-vis companies within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), legal entities governed by public law or public law special funds within the meaning of § 310 BGB.

B. Conclusion of the contract, ownership of tools and deviations

1. Our offers are subject to change and are not binding. A contract will only come into effect when we have accepted the contractual partner's order, which we are not obliged to do. Orders or other contracts must be sent to us in writing (including telefax and email). We can accept such orders or other contracts within two weeks of receipt at our works. We can also accept an order by executing delivery.

2. We reserve the right to ownership and copyright of all cost reductions, conceptual designs, drawings, product descriptions and other documents as well as the right to any and all industrial property rights, including any protection of our know-how. This information may only be disclosed to third parties with our consent and may only be made accessible to the contractual partner's personnel to the extent necessary to justify and execute the contract with us. Drawings and other documents that belong to the offers must be returned to us on request, and in all cases where the contract is not awarded to us. If we have delivered items in accordance with

drawings, models, samples or other documents handed over by the contractual partner, the contractual partner will warrant that these do not infringe the intellectual property rights of third parties. If a third party, referring to intellectual property rights, prohibits in particular the manufacturing and delivery of such items, we are entitled to suspend any and all further activities until the legal situation is clarified, whereby an infringement of third party rights is excluded when continuing our work. The contractual partner also undertakes to release us from any and all third-party claims in connection with the handed over documents. This does not apply to ordering parties without faulty conduct.

3. If we have stated in our offer that the cost of specimens and tools necessary for their production are calculated (moulds, mandrels, tools, etc.), this does not mean that the aforementioned items are part of our delivery obligation. The same holds true for the tools that we need for series production. All of the aforementioned items remain our property. If the contractual partner wishes to be supplied with the aforementioned items, he or she has the right, at his or her own discretion, to ask us for a corresponding offer, without us being obliged to submit such an offer.

4. We reserve the right to any customary or technically unavoidable deviations from physical and chemical quantities, including colours and order quantities, depending on the article of up to +/- 10%, unless the contractual partner clearly states that the order constitutes a non-recurrent project volume. For call orders we are entitled to procure materials for the entire order and manufacture the total order quantity immediately. The contractual partner is obliged to accept the entire amount of a call order within the agreed term. As a result, any change requests by the ordering party can no longer be considered after the order is placed, unless this has been explicitly agreed upon.

C. Delivery/performance and delivery time/performance period

1. A confirmed delivery period is subject to the correct, complete and timely self-delivery. If we dispatch the order on the contractual partner's request, the delivery time is

met if the delivery item leaves our plant by the expiry of said time or if we have notified the contractual partner of readiness for dispatch. The delivery time will remain ineffective as long as the contractual partner has not properly fulfilled his or her obligations such as furnishing technical data and documents, approvals as well as making a down payment or providing a payment guarantee.

2. Disruptions to operations due to force majeure, strikes and lockouts for which we are not responsible as well as shortages of supplies or raw materials will entitle us to rescind the contract, although we have not performed our duties under it, where the aforementioned circumstances prevent, more than temporarily, the deliveries or services and where these were not foreseeable at the time the contract was concluded.

3. The contractual partner is not entitled to rescind the contract due to delays in delivery for which we are not responsible. If the contractual partner has the right to rescission due to a delay in delivery for which we are responsible, he or she must declare in writing at our request within a reasonable period of time whether he or she wishes to rescind the contract or insists on the delivery being carried out. If the contractual partner does not declare his or her intention within a reasonable period of time granted to him or her for this purpose, the contractual partner must set us another reasonable period of time for rendering the service and may only rescind the contract if such a period of time has elapsed without any result.

4. If the contractual partner is in default of acceptance or culpably violates other obligations to cooperate, we will be entitled to any and all legal claims for damages and the full amount of compensation for additional expenditure.

5. Partial deliveries are permitted if these are reasonable for the contractual party and announced by us in reasonable time.

6. The goods will be delivered in accordance with the agreed delivery terms and conditions (Incoterms 2020). These govern the transfer of ownership and risk as a consequence.

7. In the event of an application to start insolvency proceedings, submitting an assurance under oath

pursuant to § 807 of the German Code of Civil Procedure (Zivilprozessordnung, ZPO), payment difficulties that arise or awareness of an important worsening of the ordering party's financial circumstances after conclusion of the contract, we are entitled to stop deliveries immediately and to refuse to fulfil ongoing contracts if the contractual partner does not provide the counter-performance or appropriate security at our request.

8. The contractual partner must supply items and materials provided for order execution, in due time, in flawless quality and in perfect condition. If this does not occur, we have the right to charge the contractual partner with the costs incurred as a result, unless the contractual partner can prove that he or she is not at fault, and not take up or interrupt the manufacture of our delivery until we have received a sufficient quantity of items and materials in adequate quality.

D. Reservation of ownership

1. Every delivered item remains our property (reservation of ownership) until full settlement of our claims in this regard have been made.

2. The contractual partner is obliged to store the delivery item on our behalf and to treat it with care. If maintenance and inspection work is required, the contractual party must carry out such work at his own expense and in due time.

3. In case of seizure of goods or other interventions by third parties, the contractual partner must inform us in writing without delay.

4. The contractual partner is entitled to resell the delivery item in the ordinary course of business, but is not entitled to convey title to or pledge such an item as security. He or she hereby assigns us any and all claims equivalent to the final invoiced amount (including value-added tax) if he or she holds such claims against consumers or other third parties as a result of the resale. The assignment serves to secure our claims to the same extent as the reservation of ownership pursuant to D.1. of these Terms and Conditions. The contractual partner will remain authorised to enforce these claims even after they have been assigned. We are, however, entitled to enforce the claims ourselves if the contractual partner fails to meet its payment obligations,

is in default of payment, makes an application to start insolvency proceedings or stops payments. In such cases, we may revoke the authorisation to enforce. Moreover, we may request that the contractual partner makes the assigned claims and its debtors' public to us and provides us with both a written declaration of assignment and any and all information and documents required to enforce and collect the claim.

5. If the items supplied by us are connected with other moveable objects to such an extent that they become essential parts of a uniform object, the contractual party will transfer a share of the joint ownership of the uniform object to us. The contractual partner hereby assigns us any and all claims equivalent to the final invoiced amount (including value-added tax) of our claims, if he or she holds such claims as a result of the resale of items to which we are entitled joint ownership. The regulations in D.4. Clause 3 et seq. apply accordingly.

6. If the contractual partner uses items delivered by SEALABLE in such a way that they become part of a new object and if our ownership is lost as a result, our ownership will continue with a relative proportion to the manufactured product. The contractual partner hereby assigns us any and all claims equivalent to the final invoiced amount (including value-added tax) of our claims, if he or she holds such claims against consumers or other third parties as a result of the resale of the product. The regulations in D.4. Clause 3 et seq. apply accordingly.

7. If the securities to which we are entitled exceed the secured claims by more than 20%, we are then obliged to release, at our discretion, the securities exceeding the aforementioned limits at the contractual partner's request.

E. Prices and payment

1. Delivery, performance and calculation will be carried out on the day of dispatch or collection of the goods at the currently valid and agreed prices (according to price list, order confirmation or contract), unless agreed otherwise with the [2] contractual partner. If the contractual partner requests expedited dispatch (e.g. air freight, express), the contractual partner will pay the difference between the costs for the normal mode of dispatch and the higher expenditure.

2. Any and all payments made by the contractual partner must be made in the currency agreed on in the contract.

3. Our invoices must be paid at due date according to the agreed payment terms. The date of receipt of payment is the date on which the amount is in our possession or is credited to our bank account. For every payment reminder - excluding the first payment reminder justifying the delay - we are free to charge the contractual partner with a flat rate fee for the payment reminder. In the event of payment default of the ordering party, we are entitled to calculate interest to the amount of 8% per year using the base interest rate for the duration of the payment default. We reserve the right to make further claims for compensation and damages.

4. In case of cashless payments, the beginning of the payment period will, in any case, be the invoice date; the end of the payment period will be the time the amount is credited. The contractual partner bears the risk for the payment method.

5. In the event of a payment delay of the ordering party, we may, at our discretion, additionally choose to call outstanding purchase price instalments or other existing claims due as well as to make further deliveries under this contract or other contracts dependent on an advance security or on a contemporaneous delivery against payment basis. If the contractual partner fails to meet our request for advanced payment or security within a reasonable period of time, we are entitled to withdraw from the contract or charge the contractual partner with the costs arising heretofore including loss of profit.

6. We do not charge interest on advanced or instalment payments.

7. The contractual partner is only entitled to set off or withhold payments if his or her counter-claim is not disputed by us or established by final judgement. Deductions not expressly agreed on will not be recognised. Warranty claims remain unaffected.

8. Payments with discharging effect can only be made to the bank account specified by us on the invoice.

F. Warranty

1. Vis-à-vis merchants, the legal duty to examine and notify of nonconformity pursuant to § 377 of the German Commercial Code (Handelsgesetzbuch, HGB) applies to our deliveries and services.

2. Any and all information about our delivery items or other services constitute additional information as to composition and are not guarantees. If the contract refers to food legislation, technical, environmental and other legal and/or technical specifications, these all apply in the version applicable on conclusion of the contract. Amendments to new status of these specifications requires agreement between the parties. Such an obligation to amend does not exist.

3. The contractual party may not reject a delivery due to insignificant defects. Deviations customary in trade do not present any defect.

4. The contractual partner is obliged to inspect the delivery item with care immediately after handover. This also applies if the item is delivered to third parties at the behest of the contractual partner. The delivered products are deemed approved, if we are not immediately provided with a notice of defects (within three days after delivery) vis-à-vis apparent defects that could have been discovered on careful examination. If the defects were not apparent on careful examination, the limitation period for providing timely written notice commences as of the date of discovery of the defect.

5. We are not liable for defects that result from the improper handling of the items delivered on our part by the contractual partner or third parties.

6. If our delivery is deficient, we may, at our discretion, rectify our performance by correcting the defect (subsequent improvement) or delivering a non-defective object (replacement delivery). The contractual partner has to give us time and opportunity for rectification of our performance, in particular for subsequent improvement. The expenditure which is required for the purpose of testing and subsequent performance, in particular transport, route, work and material costs (excluding assembly and installation costs, however) will be borne by us if there is a defect. In the event of an

unjustified demand by the contractual partner to rectify defects, we are entitled to claim for the replacement of our subsequent performance costs, unless the contractual partner is not responsible for the notice of defects.

7. If the subsequent performance is deficient, the contractual partner is only entitled to assert the statutory rights to which he or she is otherwise entitled due to the deficient performance once he or she has provided us with a further opportunity to rectify our performance within a reasonable time. The contractual party's interests will be considered when determining what period is reasonable. The contractual partner will not be entitled to claims for compensation or damages instead of performance or replacement of the fruitless expenditure or to right of renunciation due to negligible defects.

8. If, as a result of deficient subsequent performance, the contractual party is entitled on the one hand to continue to demand that the defect be remedied and, on the other hand, to assert the statutory rights to which it is otherwise entitled, we may demand that the contractual party exercise his or her rights within a reasonable period of time. The contractual partner must notify us of his or her decision in writing. The date of receipt of the contractual party's written declaration is decisive for adhering to the deadline. If the contractual party fails to exercise his or her rights by the due date, he or she is only entitled to exercise these, in particular the right to rescission or compensation, if a new reasonable period of time determined by him or her for subsequent performance has expired without success.

9. Entitlements due to material defects against us become time-barred within two years after handover to the contractual partner or to a third party determined by the contractual partner. This limitation according to this provision also applies to claims for compensation or damages due to the delivery of a defective object. Claims for compensation or damages due to intent or gross negligence as well as claims due to loss of life, physical injury or damage to health are excluded from this one year limitation period.

G. Liability

1. We are liable for intentional and grossly negligent acts by our institution and vicarious agents as well as - regardless of the degree of fault - for damage from loss of life, physical injury or damage to health.

2. Furthermore, we are liable for slight negligence by our institution and vicarious agents in the event of impossibility, default in delivery, non-compliance with a guarantee or breach of an essential contractual duty. Essential contractual duties are those that enable the fulfilment of the proper execution of the contract in the first place, and on the compliance with which the contractual party may rely on a regular basis. Our liability is limited in these cases to schemes typical of such contracts that we could have reasonably foreseen on conclusion of the contract.

3. Liability stemming from the liability on our part laid out in section 1 and 2 of this provision, irrespective of its legal grounds, is excluded. In particular, this applies to any and all claims arising from breach of contractual duties and claims arising from unlawful acts, not however to claims arising out of culpa in contrahendo.

4. Any limitation of liability agreed with the contractual partner also applies for the benefit of our institution and vicarious agents.

5. Claims pursuant to the Product Liability Act (Produkthaftungsgesetz) remain unaffected.

H. Other performances/ development services

1. The regulations to these General Delivery Terms and Conditions apply without restrictions to services performed that only exist in part or not at all in delivery of items with the following supplements:

2. We are dealing with a service contract when we are entrusted with the provision of development services. We are obliged and strive to achieve a certain development result; we are, however, not liable for the attainment of development results.

3. A breach of duty on our part as part of development work does not only exist because we have not attained the development result.

4. The liability for material and statutory defects for sales contracts does not apply to the provision of development services.

I. Place of fulfilment, place of jurisdiction, applicable law

1. Place of fulfilment for any and all services and performances under this contract is Waltershausen.

2. Vis-à-vis merchants, the Gotha place of jurisdiction is responsible for any and all claims arising from business ties, in particular from our deliveries, even if sales and deliveries have been made by another subsidiary. The place of jurisdiction, that is also mainly responsible for default actions, also applies to disputes regarding the formation and effectiveness of contractual relationships. We are, however, entitled to assert claims against the contractual party in any and all other statutorily established places of jurisdiction. If the ordering party is domiciled outside the Federal Republic of Germany, we are, at our discretion, also entitled to allow one or more arbitrators, who are appointed in accordance with Conciliation and Arbitration Rules of the International Chamber of Commerce in Paris, to decide on disputes arising out of this contract or about its effectiveness under the exclusion of ordinary courts. The court of arbitration should be domiciled in Germany.

3. Only the law of the Federal Republic of Germany applies. The use of the unique Convention of Contracts for the International Sale of Goods (Einheitliches UN-Kaufrecht) is excluded.

J. Force Majeure

1. Force majeure events are, in particular, natural events of a certain severity (earthquakes, volcanic eruptions, water shortages, etc.), wars, acts of terrorism, boycotts, lockouts, legitimate / unjustified strikes, lack of raw materials, epidemics and other serious incidents and their consequences in the regions of SEALABLE production facilities or third parties contractually linked to them.

2. In the event of such a disruption of performance, SEALABLE is (i) exempted from its obligation to perform if the performance is impossible, (ii) in the event of default

or (iii) in the event of disproportionate difficulty to propose a new delivery period for the former and a new offer for the latter and in case of refusal to withdraw from the contract. If SEALABLE service provision is disrupted in any other way, the legal consequences of (iii) above apply.

3. If there are changes in needs or interests due to similar events (force majeure, state sovereign acts or other circumstances), the customer remains obliged to pay SEALABLE in full, regardless of their predictability or the fault of the customer. Any other regulation is reserved, which is agreed in individual cases between the parties.