

General Conditions of Use

Section A. I.: General section

1. Nature of contract; applicability

1.1 Döhler GmbH (for Provider data see legal information: www.doehler.com/en/imprint.html) and its associated companies are the Provider (hereinafter the Provider) of various business-to-business services which can be accessed within the Doehler Platform (hereinafter the Doehler Platform) and offers companies (hereinafter Corporate Users) and the internal and external employees acting on their behalf, plus third parties (Single Users) access to and use of the Doehler Platform.

1.2 These General Terms and Conditions (GT&C) apply to all Corporate Users and Single Users of the Doehler Platform as of their first access to the public and non-public content and internet services provided on the Doehler Platform. In addition to this general Section A, special sections B: Doehler B2B Webshop and C: Collaboration Platform, plus information in electronic commerce, the privacy policy and the price list, all in their most up-to-date versions, shall also form part of the GT&C.

1.3 Counter-confirmations from Corporate Users and Single Users referring to their own terms and conditions of business and/or purchasing are hereby rejected. This shall not affect individual agreements.

1.4 Corporate Users and Single Users are entitled to use the services and information provided on the Doehler Platform in line with the following terms and conditions.

2 Services; costs, prices

2.1 Following a self-registration process and, where applicable, further activation by the Provider, the Doehler Platform enables Corporate Users and Single Users to access the secure area of the Doehler Platform, exchange information, messages, comments and documents and purchase items. The Doehler Platform has a number of sub-platforms.

2.2 The services offered on the platform include, among other things:

- Access to exclusive content (e.g. white papers, market insights, videos and webinars) in the secure Doehler Plus area of the Doehler Platform after self-registration.

- Access and ordering opportunities on the Doehler B2B webshop, following activation and acceptance of the terms of special section B: Doehler B2B webshop.
- Access, including communication and exchange opportunities on the Doehler Collaboration Platform following activation and acceptance of the terms of special section C: Collaboration Platform.

2.3 If the digital services are not offered free of charge by the Provider, the costs and arrangements for individual payments can be found on the current price list on the platform. The price of the individual service is determined based on the latest price list valid at the point of conclusion of the contract with the Provider (purchase order). If the contract is renewed, the price list valid as at the point of contract renewal is valid, providing the Provider has notified the Corporate User specifically of the changes in price at least 14 days prior to the relevant contract renewal and the Corporate User continues to use the services without objecting. If the prices are changed, the Corporate User shall be separately notified of their right to object and the legal consequences of saying nothing.

2.4 Purchase prices and all other costs for deliveries of goods from the Doehler B2B Webshop can be found in the relevant product description.

3 Preconditions for use; self-registration; activation

3.3 A usage contract must be concluded in order to use the platform. The Corporate User and/or Single User must accept a contract offer from the Provider by completing a self-registration process online, sending the minimum information required to the Provider and acknowledging the applicability of the General Section A of these GT&Cs and their appendices with a click of the mouse. Companies and businesspeople can self-register as Corporate Users. These are exclusively natural or legal persons or legal partnerships that use the internet services offered on the platform for the execution of their commercial or freelance professional activity. Internal and external employees of Corporate Users and third-parties who use the digital services on the platform exclusively in a professional or service capacity in line with their working relationship can register as Single Users.

3.2 For Single Users acting on behalf of Corporate Users, self-registration allows access to exclusive content (e.g. white papers, market insights, videos and webinars) within the secure area of the Doehler Platform. Access to all further sub-platforms is dependent on acceptance of the relevant special sections of the GT&C by the Corporate Users and Single Users and approval by the Provider (activation). In all cases, we reserve the right to check the plausibility of the company data provided by the Corporate User.

3.3 There is no entitlement to use the Doehler Platform or to activation of the option of using sub-platforms. The right to use and/or the activation of individual sub-platforms shall lapse in the event that the required preconditions cease to be met. Based on normal considerations, the Provider can cease or restrict usage at any time without citing a reason.

4 Rights and obligations of Corporate Users and Single Users

4.1 Corporate Users and Single Users have the right to proper use of the services on the Doehler Platform in line with the access permissions granted to them by the Provider. They are obliged to refrain from illegal action and misuse of the access permissions to the internet services provided on the Doehler Platform.

4.2 Corporate Users and Single Users are obliged to check their company data or Single User data for correctness on a regular basis and update it where necessary. Information, content, news, messages and files uploaded must not contain content which (or its intended purpose) is in infringement of statutory or official regulations and/or the rights of third parties and/or immoral. Any files uploaded to the Doehler Platform by Corporate Users and Single Users must be free of viruses.

4.3 Corporate Users and Single Users have the right - and the obligation prior to initiating legal proceedings - to request that the Provider block or remove information, content, news, messages and files uploaded which are of dubious factual correctness, which infringe statutory or official regulations or are immoral or which infringe the rights of the Corporate User or its Single Users or third parties (notice and take down procedure).

4.4 If a claim is made against the Provider by third parties or a Corporate User or Single User as a result of infringements as set out in terms 4.1 to 4.2, the Corporate User and Single Users responsible for the infringement shall undertake to indemnify the Provider from all claims. This indemnification obligation shall relate to all expenses the Provider may necessarily incur as a result of the right asserted by the third party. The Provider explicitly reserves the right to advance additional claims for damages.

4.5 Corporate Users must ensure that their Single Users acting on the platform - irrespective of whether the Single Users have a separate usage agreement - comply with their obligations arising from these GT&C.

5 Rights and obligations of the Provider

5.1 The Provider shall undertake to check its own editorial contributions and other services as best possible in terms of how up-to-date, factually correct, complete and secure they are.

5.2 If requested and at its own discretion, the Provider shall check whether Corporate Users and their Single Users are complying with the general legislation and the contracts and rules in their use of the services provided on the Doehler Platform and its sub-platforms. The Provider shall investigate reasonable complaints from Corporate Users and Single Users about infringements of the rules and messages above any illegal content on the platform and decide what measures should be taken in the event of legal infringements.

5.3 The Provider reserves the right to block or take down information, content, news, messages and files uploaded which are of dubious factual correctness, which infringe legal or official regulations or third party rights, which are immoral or which are infected with viruses once it becomes aware of them without prior consultation or notice, depending on the severity of the infringement in question (Notice and take down procedure). Any claims arising from the removal of such information or files cannot be asserted against the Provider.

5.4 If the Corporate User or its Single Users fails to comply with an obligation as set out in terms 4 and 5, the Provider shall be entitled to delete the relevant data and to restrict or withdraw access to the Doehler Platform and sub-platforms. The same shall apply both for other serious breaches of the contract by the Corporate User or Single User and for justified complaints by Corporate Users and Single Users following the notice and take down procedure.

5.5 The content and technical design, especially the format and content of the platform, are exclusively at the discretion of the Provider. In this respect, the Provider reserves the right to discontinue, restrict, extend, add to or improve all services offered free of charge at any time.

6 System downtime: Availability of services and reimbursement of payment

The Doehler Platform and the services offered through this platform and sub-platforms are provided with no assurance with respect to availability. For chargeable services, the payment shall be returned on a pro rata basis in the event that the service is unavailable to a significant extent (>2% unavailability). Availability is calculated on the basis of the time in the calendar month in question within the contract term, minus scheduled maintenance and downtime which is beyond the control of the Provider (acts of god, third-party culpability, etc.). During maintenance work, it can happen that the above services are unavailable for a short period.

Scheduled maintenance work is preferably carried out outside normal working hours (Monday to Friday, 08:00 to 18:00 CET).

7 Contract term; termination

7.1 The usage contract based on these GT&C is concluded for the period of one year. It begins on self-registration by the Corporate User or Single User and activation in accordance with term 3 and is renewed automatically by another year unless it is terminated by one contracting party by giving notice one month before it is due to expire.

7.2 This shall not affect the Provider's right to restrict or withdraw the Corporate User's access to the platform in accordance with term 5.4

7.3 The contract term of any chargeable services and, where applicable, the right to ordinary termination of chargeable services are set out in the Provider's price list.

7.4 Both parties have the right to terminate this contract for a good reason without complying with the notice period. For the Provider, good reasons shall include, in particular:

- a severe infringement by a Corporate User or Single User against the terms of these GT&C;
- actual or attempted tortious activity by a Corporate User and/or Single User;
- opening of insolvency proceedings on the assets of a Corporate User or the rejection of an

insolvency application for lack of assets.

7.5 All notice to terminate must be either in writing (letter, fax) or in electronic form (e-mail to the Provider: platform@doehler.com).

8 Liability; exclusions of liability; limitation of liability

8.1 The Provider accepts no liability for damage to the Corporate Users and Single Users arising from the use of information available on the Doehler Platform or accessing or downloading data or the installation or use of downloaded software.

8.2 Where the platform has links to access other websites, the Provider is not responsible for the external content contained therein. The Provider does not appropriate external content. Liability for external content is excluded. If the Provider becomes aware of illegal content on external websites, it shall remove the link to these immediately.

8.3 The Provider accepts no liability for the factual correctness of data or the virus-free status of files uploaded to the platform by Corporate Users and Single Users. The option of initiating a notice and take down procedure (terms 4.3 and 5.4) is pointed out.

8.4 The Provider accepts no liability for damages caused to the Corporate User or Single Users as a result of following or failing to follow recommendations, tips or best practice guidelines or of using templates.

8.5 The above restrictions and exclusions of liability do not apply to claims from Corporate Users and Single Users relating to injury to life, body of health and claims relating to the negligent infringement of significant contractual obligations. Significant contractual obligations are those whose fulfilment is necessary in order to achieve the objective of the contract. The exemption from liability also does not cover product liability and damage caused by wilful or grossly negligent infringement of obligations by the Provider, its statutory representatives or its vicarious agents.

8.6 Where Corporate Users provide services for other Corporate Users on behalf of the Provider, the liability of the contract partners is governed in the separate contract concluded to this effect.

8.7 If the Provider provides services for Corporate Users outside the scope of these GT&C, the liability of the contract partners is governed in the separate contract concluded to this effect.

9 Data protection

9.1 The Provider has taken comprehensive technical and organisational measures to ensure the confidential handling of data which is exclusively for the intended purpose. However, misuse resulting from illegal actions by third parties cannot be completely ruled out.

9.2 The Provider shall undertake to use the data stored during registration and use solely for its own purposes and for the purposes of project work and for the purposes of initiating or processing of contracts initiated or concluded via the platform or, for example, to forward it to associated Doehler Group companies and not to forward it to external third parties, providing there is no statutory requirement to do so or the Corporate User has not given their explicit consent, for example, by actively pressing a social network sharing button. The Corporate User hereby declares their consent to this and approves the forwarding of such data and information within the Doehler Group. The privacy policy specifies this rule on the handling of data in more detail.

9.3 The Provider shall undertake to ensure that its Single Users entrusted with the administration and/or operation of the platform comply strictly with the privacy policy.

9.4 When registering companies as Corporate Users, the Provider is entitled to access credit worthiness data based on mathematical and statistical methods from credit enquiry agencies and obtain up-to-date information for the purposes of its own credit checks.

9.5 In order to guarantee proper, high-performance running of the platform, enable targeted improvement to its services (targeted marketing) and combat misuse, the Provider is entitled to monitor, record and analyse the usage patterns of Corporate Users and Single Users. Term 9.2 applies for such data accordingly.

9.6 If a Corporate User uploads personal data about a third party to the platform, it guarantees that it has the right to do so. The Corporate User is obliged to inform the third party about the transfer of their personal data.

9.7 Corporate Users and Single Users are authorised to use the personal data provided to it by the Provider or other Corporate Users exclusively for the purposes of initiating and processing contracts and for project work. The Corporate User shall oblige its Single Users acting on the platform to comply with their obligations in line with these GT&C.

10 Copyright and other protective rights

10.1 The Provider is the owner of all proprietary, protective and copyrights relating to its own contributions and other content produced by itself.

10.2 For all contributions and content uploaded to the platform by Corporate Users for the purposes of being accessed by the Provider or other Corporate Users, all proprietary, protective and copyrights remain with the uploading Corporate User. Where necessary, the uploading Corporate User shall grant the Provider a simple right of use for the relevant purpose, without the Corporate User appropriating the external content as its own.

10.3 The Corporate Users shall undertake neither to remove nor to make illegible any copyright notices on the platform or other references by the Provider or other Corporate Users to rights of such nature.

11 General

11.1 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the reference standards under International Private Law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Darmstadt in the Federal Republic of Germany, providing the Corporate User is a business. The Provider is also entitled to sue at the general place of jurisdiction of the Corporate User.

11.2 In cases of doubt, the German text of these GT&C and their constituent parts shall take precedence over translations into other languages.

11.3 The invalidity of one or more terms of this contract shall not affect the validity of the remaining terms

11.4 The additional constituent parts of these GT&C can all be accessed in the public area of the platform.

11.5 These GT&C shall replace and invalidate all earlier GT&C. Further changes to these GT&C shall be notified to the Corporate User or Single User by the Provider electronically prior to further use of the services. If the Corporate User does not object to these changes within 14 days of receipt of the notification, the changes are deemed agreed if the Corporate User continues to use the services offered by the Provider at www.doehler.com. If the GT&C are changed, the Corporate User shall be separately notified of their right to object and the legal consequences of saying nothing.

Section A II: Information in electronic commerce in accordance with Section 312 I BGB (German Civil Code) in conjunction with Section 246 c EGBGB (Introductory Act to the German Civil Code)

If you visit our Doehler Platform or use other means of remote communication to order services from us, we would like to point out the following:

(1) Identity of Provider:

Döhler GmbH

Riedstraße

D-64295 Darmstadt

Tel.: +49 (0)6151/306-0

Fax: +49 (0)6151/306-278

E-mail: mailbox@doehler.com

Authorised representative and directors:

Martin Sonntag
Marco Schmidt
Dr. Christian Hebeler

Registration court
Darmstadt
Darmstadt Local Court [Amtsgericht]
HRB 94413

(2) The major characteristics of the applications, services and content (services) provided by us and the validity of limited offers can be found in the individual service and/or product description in line with our Doehler Platform and sub-platforms.

(3) The contract can be concluded exclusively in German or English.

(4) With the exception of the option of self-registration and accessing exclusive content in the secure Doehler Plus area of the Doehler Platform, the presentation of all further digital services in the sub-platforms shall not represent a binding offer on our part. Your registration application - generally following a separate invitation - and acceptance of the relevant special sections of the GT&C shall constitute an offer from you in accordance with Section 145 BGB. The contract comes into force when you are activated. We will inform you about your activation by e-mail. This e-mail also contains the GT&C and this information in electronic commerce.

(5) The presentation of our products on the Doehler B2B website shall also not constitute a binding offer on our part. You have the option of registering by clicking with the mouse, selecting products and adding them to your basket. Once the products are in your basket, you have the option of adding more, changing products or removing them. By clicking on the "commit to buy" button on the last page of the order process, you are submitting a binding purchase order for the services contained in the basket in accordance with Section 145 BGB. We will confirm receipt of your order immediately by means of a printable on-screen summary. This order confirmation is not an acceptance of your offer, it merely informs you that we have received your order. A contract comes into force with our separate order confirmation by e-mail. The order confirmation also contains the GT&C, including special section B: Doehler B2B website and this information in electronic commerce.

(6) Any input errors when submitting your self-registration, registration application and purchase order can be corrected at any time before

submitting your self-registration, registration application and purchase order using the deletion and amendment function.

(7) The prices quoted by us are net final prices excluding statutory taxes within the Federal Republic of Germany and, where applicable, excluding the quoted postage, packaging and freight costs. The total price for the services you have ordered, including all components, is clearly shown on the Doehler Platform before you complete the order process.

(8) Payment is due as soon as you receive the order confirmation. You can pay by PayPal, by credit card or on invoice. Your credit card account will be charged when the order is completed. We reserve the right to offer individual payment methods as a function of Corporate User status.

(9) Any complaints can be addressed to us at any time by e-mail, fax or telephone during office hours. We will get in touch with you within a reasonable time.

(10) Liability is based on the relevant terms of our GT&C and on the statutory regulations of the Federal Republic of Germany, to the exclusion of the reference standards of International Private Law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(11) The data required for us to process the contract between us and you is saved by us. After you leave the login screen, the data is also accessible to you online. We would also like to refer to the terms of our privacy policy.

(12) We do not save the contract text. However, you can print this information, the general terms and conditions, the privacy policy and all other information on this website or save it in reproducible form as follows: Print the relevant page from your browser by selecting the "Print" function from the main menu of your browser. Save the relevant page from your browser by selecting the "Save as" function from the main menu of your browser. We also save all contract terms.

(13) Please also note the information and instructions on data protection.

(14) We are not subject to specific codes of conduct not mentioned above.

Section B: Doehler B2B Webshop

1. Nature of contract; applicability

1.1 Doehler GmbH (for Provider information, see legal information) is the Provider of the Doehler B2B Webshop and offers products for companies (Corporate Users) to purchase via this sub-platform.

1.2 This special section B of the General Terms & Conditions (GT&C) adds additional detail to General Section A of the GT&C to cover purchasing products from the Doehler B2B Webshop. This special section B of the General Terms & Conditions is largely identical to the Provider's General Terms & Conditions of Sale (<http://www.doehler.com/de/agb.html>) but takes into consideration the special characteristics of online trading.

1.3 Counter-confirmations from Corporate Users referring to their own terms and conditions of business and/or purchasing are hereby rejected. We are also not bound by them in individual cases if we have not explicitly rejected them. This shall not affect individual agreements.

1.4 Corporate Users are entitled to purchase the products offered in the Doehler B2B Webshop based on the following terms and conditions.

2. Preconditions for use; registration and activation; contracts on the purchase of goods; delivery within the EU only

2.1 To purchase products from the Doehler B2B Webshop, Corporate Users must be activated by the Provider. To do this, a Single User responsible for and authorised to represent the Corporate User completes an activation form online and sends this to the Provider, acknowledging in the process the validity of this special section B of the GT&C by clicking with the mouse.

2.2 The Corporate User has no entitlement to activation on the Doehler B2B Webshop.

2.3 The presentation of the products on the Doehler B2B website shall not constitute a binding offer. The order of products by the Corporate User is a binding offer in the legal sense.

2.4 Corporate Users have the option of selecting products online and placing them in their basket. Once the products are in their basket, Corporate Users have the option of adding more, changing products or removing them. Corporate Users only submit a binding contract offer when they send off the completed order form.

2.5 After leaving the order screen, the order is still accessible to the Corporate User online. The Provider saves and uses the information transmitted to it in this way to process the desired contract.

2.6 The Provider confirms receipt of the order immediately (order confirmation). Confirmation takes the form of a printable on-screen summary. This order confirmation is not an acceptance of the Corporate User's offer, it merely informs the Corporate User that the Provider has received their order.

2.7 A contract only comes into force as a result of a separate e-mail order confirmation or delivery of the goods by the Provider. The Provider can accept orders from the Corporate User within a period of up to 1 week.

2.8 Orders via the Doehler B2B Webshop can currently only be delivered within the European Union.

2.9 The Provider concludes the purchase contract with the Corporate User exclusively based on correct, timely delivery to itself from its suppliers. But this only applies if and providing the non-delivery is not the fault of the Provider, especially in the event of a congruent coverage agreement with the suppliers. The Provider shall inform the Corporate User about the unavailability of the service immediately. Any payments made by the Corporate User shall be reimbursed immediately by the Provider.

2.10 Normal deviations in terms of colour and composition are authorised for the product to be delivered and any raw material used by the Provider.

3 Applicability of General conditions of Sale of Döhler GmbH

The "**General conditions of Sale**" shall also apply accordingly, where "purchaser" represents the "Corporate User" and "we, us and our, etc." represents the Provider:

III. Packaging, Dispatch and Transportation

1. Delivery will be made either in one-way packaging, which will not be invoiced and will be owned by the purchaser, or in hired packaging (V2A tanks, containers, boxes, pallets and the like) which must be emptied without undue delay and returned to us in perfect condition, free of charge, or held ready for collection as agreed.

2. In case of deterioration or loss of individual parts of the packaging, the purchaser shall bear an appropriate proportion or the full costs of replacement.

3. Unless otherwise agreed upon, the purchaser shall bear the costs of the consignment.

4. We may choose the method of dispatch if the purchaser has not expressly indicated anything special. The dispatch and the transport will be undertaken at the risk of the purchaser.

5. In the event of transport loss or deficiencies, the purchaser shall be obligated to immediately notify us thereof in writing and to present to us respective certificates from the railway authority, the postal authority or the forwarding agent evidencing the transport loss or the deficiency.

IV. Contract Business

1. Contract volume and contract duration are binding for seller and purchaser.

2. Unless laid down differently in writing, goods from the contract volume are, as a rule, to be called off pro rata temporis (on a monthly basis) i.e. for instance, if a contract has a term of twelve months, then one twelfth of the contract volume is to be called off each calendar month. The minimum quantity stipulated in the contract must be adhered to each time delivery is demanded

3. Call-off orders should, as a rule, be put in writing.

4. Unless a different lead time for the preparation of the goods for supply has been agreed upon in writing, then a minimum lead time of 10 (ten) working days between receipt of the call-off order and the goods being made available will be deemed agreed upon; if delivery terms have been agreed upon that differ from III, number 3, then the minimum lead time will be extended depending on the determined means of transport and the usual period of time for transportation to the place of performance.

5. The seller is permitted to refuse to carry out individual call-off orders if, and for as long as, the purchaser is in arrears as regards payments to the seller or to another company belonging to the DöhlerGroup.

6. When the contract duration has ended, the seller will, nevertheless, be released from his duty to perform contractual obligations if the purchaser has failed to call off the contract volume, or has not called off the contract volume in full and/or in due time. Delivery to a third party after expiration of a contract is without obligation at all times and is not deemed a tacit extension of the contractual period. This will have no affect on the seller's right to set a reasonable period of time in which the purchaser is to accept contract volume that has not been called off, or not fully called off, on expiration of the term of contract. If the purchaser fails to call off the remaining contract volume within the additional period of

time, then the seller can, in addition to his claim to performance, claim damages for non-performance.

7. The seller is obliged to ensure that the goods are manufactured or resourced and made available in due time, and in this respect the seller shall bear the supply risk. The seller's liability is, however, limited to damage caused intentionally or through negligence, and consequently this liability ceases to exist if non-performance or delayed performance arise on grounds that are not connected with the specific nature of the obligation as a generic obligation, or grounds which cannot be allocated to the seller's area of business. In addition to cases of force majeure, this can also arise if performance is hindered as a consequence of unforeseeable circumstances or circumstances beyond the control of the seller that impede resourcing to such an extent that the seller cannot reasonably be expected to obtain the goods, e.g. in the event of a blockade or the lock-out of a production and/or processing plant. In the event of a slight degree of negligence, the seller will be held liable solely for direct or foreseeable damage up to the average contract value of one monthly call-off order.

8. If, subsequent to conclusion of a contract, a statutory provision becomes effective that results in an increase in import charges and repercussions for the agreed delivery date, or a part of this time period, and if, as a consequence, the seller is faced with an increase in his provable expenses, then the purchase price will be adjusted in accordance with this increased amount. Import charges in the sense of this provision include customs duties, variable import/export levy and excise duties.

V. Notice of defects, warranty, recourse claims

1. The purchaser shall be obligated to immediately examine the supplied goods as to obvious defects and, in particular, obvious deficiencies or damage, and to notify us thereof in writing without delay but not later than within two (2) weeks from receipt of the goods. The timely mailing of the notice of defect will be decisive for establishing observance of the time limit.

2. The purchaser shall be obligated to notify us in writing of any non-obvious (hidden) defect after discovery thereof but not later than within the period of limitation pursuant to para. IX. The burden of proof regarding all conditions, in particular, the existence of the defect, the time of ascertainment of the defect and the timely notification of the defect rests with the purchaser.

3. We will not be liable for any defect if the purchaser fails to give the notices as aforesaid. Specimen of the goods subject to complaint must accompany the notice of defects.

4. In the event that goods are defective, we reserve the right, at our choice, to remove the defect through subsequent delivery or repair (subsequent performance). In case of subsequent performance, we shall be obligated to bear all expenses necessary for this purpose, in particular, costs of transport, travel, labour and materials unless the same are increased as a result of the fact that the purchased goods have been transported to a place other than the place of destination.

5. If and when the subsequent performance fails or is impossible or is rejected by us altogether, seriously and finally, or the purchaser cannot reasonably be expected to accept it or a time limit to be fixed by the purchaser for the subsequent performance has not been observed or is not required according to the statutory provisions, the purchaser will be entitled, at its choice, to reduce the purchase price (purchase price reduction) or to rescind the contract (rescission). The purchaser's claim for delivery of faultless goods ceases to exist upon declaration of rescission or assertion of the claim for purchase price reduction. Claims of the purchaser for damages or reimbursement of expenses disbursed in vain are granted only within the framework of para. VIII. hereinafter and are excluded in all other respects.

6. All claims and rights of the purchaser, for any legal ground whatsoever, will become barred by the statute of limitation one (1) year after delivery of the goods.

7. The purchaser cannot derive any rights from defects as a result of which the value or the fitness of the goods for the use discernible by us is not impaired or is impaired only insignificantly.

8. If dates relating to minimum durability are provided by us, the imminent overstepping or the over-stepping thereof after delivery will not provide grounds for giving notice of defects or asserting warranty claims because, by legislative intent, these dates are not expiry dates. This does not apply where the period between delivery and the minimum durability date is less than six (6) weeks.

9. The condition and thus the possibility of use of our products can be confirmed by us only if and when the purchaser priorly notifies in writing details of the kind of processing and use and guarantees compliance therewith. Such confirmation will be regarded as guarantee and assumption of liability only if expressly so stipulated by us in writing.

10. If and to the extent that we issue mandatory regulations regarding use and storing, all deviations therefrom that are disadvantageous to the purchaser will be the purchaser's responsibility.

VI. Liability, exclusion of subsequent performance and rescission, performance period

1. Except for the cases specified in subpara. 2. hereinafter, any liability on our part for damages or reimbursement of expenses disbursed in vain, beyond the liability for defects pursuant to the preceding para. V, will be excluded in case of breach of duty regardless of the legal nature of the asserted claim. This applies also if and to the extent that breach of duty on the part of our statutory representatives or the persons employed by us in the performance of our obligations is involved.

2. The exclusion of liability pursuant to the preceding subpara. 1. does not apply in case of (i) claims of the purchaser under the German Product Liability Act or (ii) injury to life, body or health which is attributable to us or (iii) breach of duty involving gross negligence or intent or (iv) breach of a guarantee or material contractual duty or (v) malice. In such cases, we are liable in accordance with the statutory provisions. In case of breach of a material contractual duty involving ordinary negligence, our liability will, however, be limited to compensation for the typically foreseeable damage.

3. The purchaser may rescind the contract on the ground of breach of duty which is not based on a defect of the goods only if and when the circumstance entitling to rescission is based on fault for which we are responsible. The right of rescission is excluded in case of insignificant breach of duty.

VII. Limitation

1. All claims and rights of the purchaser, for any legal ground whatsoever, will become barred by the statute of limitation one (1) year after delivery of the goods. Where the goods have not been delivered, the period of limitation will start at the end of the year during which the claim arose. Shorter statutory limitation periods will take precedence.

2. In derogation of subpara. 1., the statutory limitation period will apply to:

- claims based on a defect if we fraudulently concealed the defect or guaranteed the condition,
- recourse claims of the purchaser with-in the framework of a delivery chain (VII. subpara. 8.),
- damage claims or claims for reimbursement of expenses disbursed in vain on the ground of injury to life, body or health,

- other damage claims or claims for reimbursement of expenses disbursed in vain on the basis of breach of duty involving intent or gross negligence,
- claims under the German Product Liability Act,
- damage claims or claims for reimbursement of expenses disbursed in vain on the ground of breach of other material contractual duties.

VIII. Delivery and performance period, force majeure

1. Delivery dates and periods, which can be agreed as binding or not binding, shall be stated in writing.
2. We will be entitled to make part delivery and/or part performance.
3. We will not be responsible for delays in delivery or performance due to force majeure. Events of force majeure entitle us to postpone the delivery for the duration of the hindrance plus a reasonable period of adjustment or to rescind the contract, partially or wholly, because of the part not fulfilled. Also strike, lock-out, mobilisation, war, blockade, export and import bans and other state intervention are deemed to be force majeure regardless of whether they occur on our part or on the part of our supplier. We will immediately notify our customer of the occurrence of an event of force majeure which will obstruct a forthcoming delivery. Where the hindrance persists for more than two (2) months, the purchaser may, after a reasonable additional period having been fixed, rescind the contract with respect to the still unfulfilled part of the delivery and any respective amounts paid by the purchaser in advance will be reimbursed to the purchaser without delay.
4. Requests for delivery of goods ordered and the division into individual part deliveries shall be undertaken in such a manner that production and delivery in accordance with the contract is possible for us.
5. In case of contract manufacturing, it is a prerequisite that the necessary preliminary materials will be made available to us, free domicile, in a timely manner and in appropriate quality. If these conditions are not fulfilled, we will be entitled to extend the delivery period or to rescind the contract and/or claim damages.

IX. Retention of title

1. The goods delivered will remain our property until full payment of all claims within the framework of our business relationship with the purchaser. The insertion of individual claims in a current account and the striking of a balance and the acknowledgement thereof will not affect the

retention of title. Only receipt of the equivalent value by us will constitute payment.

2. The purchaser will be entitled to sell the goods, which are subject to retention of title, in the ordinary course of business. However, the purchaser may not pledge or assign these goods by way of security. The purchaser shall be obligated to secure our rights within the framework of the resale of the reserved goods on credit.

3. The purchaser shall be obligated to handle the reserved goods with care. In particular, the purchaser shall be obligated, at the purchaser's own cost and expense, to provide sufficient replacement value insurance coverage for the reserved goods against fire, water and theft. If and to the extent that maintenance and servicing work is required, the purchaser shall perform such work in a timely manner at the purchaser's own cost and expense.

4. The purchaser, here and now, assigns to us its claims under the resale of the reserved goods, and we hereby accept such assignment. Regardless of the assignment and our right to collect, the purchaser will be entitled to collect as long as the purchaser meets its obligations to us and its financial situation does not deteriorate.

5. If and to the extent that the purchaser refinances on a factoring basis, the purchaser, here and now, assigns to us its claims against the factor thereunder, in an amount equal to the balance still owed by the purchaser within the framework of the business relationship with us.

6. If the reserved goods are resold together with other goods, irrespective of whether without or after processing, combination, mixing or blending, the advance assignment agreed above shall apply only in an amount equal to the invoiced price of the reserved goods resold together with the other goods. On request, the purchaser shall provide us with the information on the assigned claims required for collection and notify the debtors of the assignment.

7. Any preparation or processing of reserved goods will be undertaken by the purchaser on our behalf without any obligations arising for us. In case of processing, combination, mixing or blending of reserved goods with other goods not belonging to us, our co-ownership share in the new item shall accrue to us in the proportion which the invoiced price of the reserved goods bears to the other processed goods at the time of processing, combination, mixing or blending. If the purchaser acquires sole ownership of the new item, it is agreed and understood between the contract parties that the purchaser shall grant us co-ownership of the new item in the proportion of the invoiced price of the processed and/or

combined, mixed or blended reserved goods and shall keep the new item for us without remuneration.

8. The purchaser shall notify us forthwith of any execution levied by third parties against the reserved goods or the claims assigned in advance, submitting to us the documents necessary for an intervention. Any intervention costs shall be borne by the purchaser.

9. In the event of conduct of the purchaser contrary to the contract or, in particular, in case of arrears of payment (Zahlungsverzug), we will be entitled to rescind the contract and to repossess the reserved goods.

10. We undertake, on the purchaser's request, to release security accruing to us under the preceding provisions, at our choice, to the extent that the value thereof exceeds the claims to be secured by twenty percent (20%) or more.

X. Terms of payment, arrears of payment (Verzug), right of retention

1. The purchaser shall be obligated to pay our invoices without deduction not later than within fourteen (14) days from receipt of the invoice and delivery. If the purchaser fails to make payment in a timely manner, we will be entitled to charge default interest in an amount equal to the rate charged by the bank for our current account credits, but not less than eight percent (8%) above the base interest rate applicable from time to time.

2. We will be entitled, despite any dis-positions of the purchaser to the contrary, to credit payments first against the purchaser's older debts. If costs and interest have been incurred, we will be entitled to credit payments initially against the costs, thereafter against the interest and finally against the principal debt.

3. Payment shall be deemed effected at the time when we can dispose of the amount. In the case of cheques, payment shall be deemed effected at the time when the cheque is honoured. In case of agreed collection on the basis of the direct debiting system, payment shall be deemed effected at the time when we can irrevocably dispose of the amount. Payment by bill of exchange will require our consent. They will be accepted only on account of payment and subject to their eligibility for discount.

4. If the purchaser does not meet its payment obligations, in particular, if the purchaser does not honour a cheque or revokes payment made on the basis of the agreed direct debiting system or ceases to make payments or if other circumstances become known to us which call the creditworthiness of the purchaser into question, we will be entitled to

declare the total residual debt to be immediately due and payable even if we have accepted cheques.

5. The purchaser shall not have a right to withhold payment going beyond Section 320 German Civil Code and, in particular, no right to withhold payment towards earlier or other business transactions or business relationships.

6. Counterclaims may be set off only to the extent that the same have been acknowledged by us and are due for payment or have become res judicata.

XI. Place of Performance, Place of Jurisdiction

1. The place of performance of all liabilities under the contractual relationship is Darmstadt.

2. The place of jurisdiction for all legal disputes arising from the contractual relationship or with respect to its origin or validity is Darmstadt or, at our discretion, the place of general jurisdiction of the purchaser.

3. All disputes arising out of or in connection with the contractual relationship shall be finally settled by arbitration under the Rules of Arbitration of Warenverein der Hamburger Börse by an arbitration panel appointed and deciding in accordance with such rules.

4. The contractual relationship shall be governed by the laws of the Federal Republic of Germany with all international and supranational (conventional) legal systems, in particular, the United Nations Convention on Contracts for the International Sale of Goods being excluded.

XII. Miscellaneous

1. As far as permissible according to valid statutory provisions, in particular according to the data protection law, we save and process data and information which we receive or obtain in the context of our cooperation. The purchaser hereby agrees with this and consents to such data and information being passed on within the DöhlerGroup.

2. These general terms and conditions of sale are supplemented by the general terms and conditions of trade of the Warenverein der Hamburger Börse e.V. as last amended, which can be accessed and downloaded in German, English and Spanish at <http://www.waren-verein.de>.

1. Nature of contract; applicability

1.1 Döhler GmbH (“provider”) (for Provider data see legal information) is the Provider of the Collaboration Platform and offers companies (Corporate Users) and their authorised external and internal employees (Single Users) the opportunity to exchange information, documents and messages through this sub-platform.

1.2 This special section C of the General Terms & Conditions (GT&C) adds additional detail to General Section A of the GT&C to cover the use of the Collaboration Platform.

1.3 Counter-confirmations from Corporate Users referring to their own terms and conditions of business and/or use are hereby rejected. This shall not affect individual agreements.

1.4 Corporate Users are entitled to use the Collaboration Platform based on the following terms and conditions.

2. Preconditions for use; invitation, registration and activation

2.1 The use of the Collaboration Platform requires an invitation from the Provider, a Corporate User or a third-party authorised Single User, registration and acknowledgement of this Special Section C of the GT&C by clicking with the mouse, plus subsequent activation.

2.2 The presentations on the Collaboration Platform do not constitute a binding offer from the Provider. With an invitation from the Provider, the Corporate User or a third-party authorised Single User, the potential Corporate User and/or Single User is sent an activation link by e-mail leading them to a registration form for the Collaboration Platform. By registering and acknowledging this special section C of the GT&C, the Corporate User or Single User submits an offer in the legal sense. A contract for use of the Collaboration Platform comes into force on activation and the Corporate User or Single User is informed by e-mail.

2.3 The Corporate User or Single User has no entitlement to activation on the Döhler Collaboration Platform. The Provider can make activation dependent on the conclusion of further agreements.

2.4 After activation, the authorised representative Single User of the Corporate User can invite further colleagues from their company or third parties (e.g. employees of partner companies, service-providers, agencies, etc.) as Single Users and enable use of the Collaboration Platform. This is provisional on the self-registration of the Single User in accordance with the terms of Section A of the GT&C and acknowledgement of the GT&C and this Special Section C of the GT&C by clicking with the mouse.

3. Functionalities; architecture of the Collaboration Platform, roles and permissions

3.1 The Collaboration Platform allows Corporate Users and their Single Users simple and uncomplicated cooperation and project work with the Provider and its Single Users and with third parties (e.g. employees of partner companies, service-providers, agencies, etc.) in Corporate User-dedicated Collaboration Areas and Single User-dedicated Project Spaces. The Collaboration Platform has a built-in automatic messaging system to make it simpler for Corporate Users and the Provider to communicate and extensive functionality for the management, control and monitoring of ongoing projects.

3.2 The functionality offered on the platform includes, among other things:

Corporate User-dedicated Collaboration Areas;

- Single User-dedicated Project Spaces as work and team spaces (workspaces) for an overview and exchange of team messages;
- Planning and execution of online meetings with participants;
- Files can be uploaded to the platform and made available to other Single Users;
- Simple task planning and coordination;
- Carrying out of polls and provision of poll results;
- Administration of Single User profiles;
- Issuing roles and permissions.

3.3 Corporate Users are given exclusive access to their own dedicated area of the Collaboration Platform (Corporate User-dedicated Collaboration Area).

3.4 Single Users can only see Project Spaces and are given access - following self-registration and activation - to those Project Spaces to which they have been invited (Single User-dedicated Project Spaces).

3.5 All entitled Single Users can invite further Single Users from their company or third parties (e.g. employees of partner companies, service-providers, agencies, etc.) and enable their use of the Project Space - following self-registration and activation.

3.6 The Collaboration Platform has roles of Corporate User, Provider, Admin, Employee and External.

- The Corporate User is the legal person which the Provider is primarily collaborating. Single Users are exclusively natural persons, in particular employees of the Corporate User and the Provider.
- Single Users assigned the role of Admin can open and close project spaces and remove Single Users or withdraw access to all or specific project spaces.
- Single Users assigned the role of Employee have access to their project spaces and all the information uploaded there, they have write access and can invite colleagues and third parties to use the project space.
- Single Users assigned the role of External have access to project spaces to which they have been invited and all the information uploaded there, they have read access and can suggest colleagues and third parties to invite to use the project space.

4. Handling access data and invitations, information and documents; secrecy and confidentiality

4.1 The Single User is obliged to complete the fields in the application form truthfully and accurately. If the data entered changes after registration, the Single User must change the data in their Single User account immediately.

4.2 On registration, the Single User saves a username and password to access the Collaboration Platform (hereinafter "access data"). The username should allow clear identification of the Single User's real name.

4.3 The Single User undertakes to keep their access data confidential and protect it against access by unauthorised third parties. The Single User may not allow third parties to use their access data. If the Single User has lost their access data or has reasonable cause for suspicion that their data has been or could be used by an unauthorised third party, the Single User is obliged to inform the Provider immediately. The Provider accepts no liability for damage caused to the Single User as a result of access data getting into the hands of third parties.

4.4 The Single User is obliged to invite further Single Users to project spaces exclusively and under their own responsibility on a "need to know basis", i.e. only colleagues or third parties are invited who are involved in the project as employees, leaders, consultants or service-providers and who need access to the information uploaded to the project space.

4.5 If a Single User no longer requires access to the information in the project spaces (e.g. because they have left the Corporate User's company or the project team), they must inform the Provider of this. Single Users who are no longer entitled must no longer access the project space.

4.6 The Single User must inform the Provider if another Single User should no longer have access permission to all or specific project spaces hosted by Corporate User (e.g. because the other Single User has left the Corporate User's company or the project team).

4.7 The Provider, the Corporate User and the Single User must treat all confidential information shared with them or made accessible to them by the Provider and the Corporate User in line with the use of the Collaboration Platform secret or confidential indefinitely beyond the end of the usage contract, providing no other agreements are reached.

4.8 All information about the project work and other business activities of the Provider and Corporate User on the Collaboration Platform shall be considered confidential, providing this information has not been published or was not already known to the Provider, Corporate User or Single User with no obligation to secrecy/confidentiality.

4.9 The uploading of information or documents to the project space is not tantamount to publication, so the Single Users in a project space form a closed, controlled circle of confidants on a need-to-know basis.

4.10 Corporate Users acknowledge and agree that their actions on the Collaboration Platform are traceable by the Provider and the Corporate User to secure confidentiality, among other things.

5 Pre-existing proprietary rights, rights to project results

5.1 Unless agreed otherwise and providing they are authorised to do so, the parties shall extend to one another an irrevocable, non-exclusive, non-transferable right to use commercial proprietary rights and copyright owned by the Corporate User, Provider and/or Single User prior to the commencement of the respective project (hereinafter "pre-existing proprietary rights") which are required for the execution of the project work, for the duration of the current project free of charge and, following the conclusion of the project, at reasonable market-standard terms to be agreed in the event of use. .

5.2 Pre-existing proprietary rights must be notified to the Provider, Corporate User and/or Single User in text form before the beginning of the project or before they are made available.

5.3 The use of the pre-existing proprietary rights in line with the project does not affect the ownership of the proprietary rights.

5.4 Unless agreed otherwise, all rights to the project results developed which are produced during the course of the relevant project and all other development results produced in this context, including all property rights, commercial proprietary rights and copyright (new proprietary rights) shall be shared jointly by the Provider and the Corporate User.

5.5 The commercial proprietary rights and copyright in line with the paragraph above shall particularly include all rights to inventions (especially patent rights) and intellectual creations (especially copyright) and all rights to know-how (especially trade secrets) and designs.

5.6 Paragraph 4 shall also apply if a project result within the project is developed not jointly by employees of the Corporate User and the Provider, but solely by employees of the Corporate User or the Provider.

6 Use of and right to use project results

6.1 On achievement of the project goal, the Corporate User and Provider shall consult on whether and how the project results are to be used either together or separately.

6.2 If the Corporate User and Provider cannot agree on using the results together, the proprietary rights shall be used separately without any right of consultation for the other party in line with the rights of use granted subsequently. In this case, the Corporate User and Provider shall not grant each other retrospective licences to any improvements or further developments to the new proprietary rights and shared proprietary rights.

6.3 In order to allow separate use as set out in term 6.2, the Corporate User and Provider shall grant each other free, non-transferable, irrevocable and permanent rights to the new proprietary rights allowing them to manufacture and distribute the project results independently of the other party and make changes, improvements and further developments. This also includes the right to have the project results made by third parties for the respective party (or charging third parties with the distribution of the project results).

6.4 The Corporate User and Provider shall be granted the rights described in term 6.3 at the point at which they arise.

6.5 If necessary, by reaching agreements with their Single Users (employees and third parties approved as Single Users), the Corporate User and Provider must ensure that they are authorised to issue the

rights set out in this clause to the other party without restriction and that issuing rights in this way does not contradict any other rights of Single Users (employees and third parties approved as Single Users) to the development results.

7. Archiving

7.1 If there is no statutory requirement for archiving, the Provider does not archive the project spaces.

7.2 On completion of the project, project spaces are deleted by the Provider after giving four weeks notice in text form.

7.3 On expiry of the statutory archiving period (generally 10 years after closing the project space), archived project spaces are finally deleted by the Provider.

8. Additional data protection clause

8.1 In order to guarantee proper, high-performance running of the platform, enable targeted improvement to its services (targeted marketing) and combat misuse, the Provider is entitled to monitor, record and analyse the usage patterns of Single Users.

8.2 Single Users shall acknowledge this and declare their consent to their actions on the Collaboration Platform being monitored and recorded and shall thus behave responsibly and in accordance with the law on the Collaboration Platform.

8.3 The Corporate User shall guarantee that the Provider is authorised to carry out the actions described with respect to its Single Users.

8.4 The data protection policy specifies this rule on the handling of data in more detail.

9. Additional liability rules for the Collaboration Platform

9.1 Single Users are obliged not to upload information, content, news, messages and files to the Collaboration Platform which are or their intended purpose is in infringement of statutory or official regulations and/or the rights of third parties and/or immoral. All files uploaded to the platform by Single Users must be virus-free.

9.2 Corporate Users and Single Users have the right - and the obligation prior to initiating legal proceedings - to request that the Provider block or remove information, content, news, messages and files uploaded which are of dubious factual correctness, which infringe

statutory or official regulations or are immoral or which infringe the rights of the Corporate User or its Single Users or third parties (notice and take down procedure).

9.3 If a claim is made against the Provider as a result of infringements of the rights of third parties or a Corporate User or Single User as set out in terms 9.1 to 9.2, the Corporate User and Single Users responsible for the infringement shall undertake to indemnify the Provider from all claims. This indemnification obligation shall relate to all expenses the Provider may necessarily incur as a result of the right asserted by the third party. The Provider explicitly reserves the right to exert a claim for damages over and above this

9.4 The Provider accepts no liability for damages suffered by the Corporate User or a Single User as a result of a Single User, in infringement of these GT&C, uploading information, content, news, messages or files which are, or their intended purpose is, against statutory or official regulations and/or infringe the rights of third parties and/or are immoral and/or contain viruses. Term 8.5 of the general liability rules in the General Section A I. of the GT&Cs applies accordingly.

9.5 The Provider accepts no liability for damages suffered by a Corporate User or Single User as a result of a Single User, in infringement of these GT&Cs, disclosing information, content, news, messages or files to unauthorised third parties. Term 8.5 of the general liability rules in the General Section A I. of the GT&Cs applies accordingly.

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