

General Terms and Conditions of Business

Section 1 Scope and general provisions

- (1) These General Terms and Conditions of Business apply to all business relations, in particular for the contracts via the online shop [https://ol-webshop.com/epages/estaro-Webshop.sf/de_DE/?ObjectPath=/Shops/estaro-Webshop] (here in after “Online Shop”) entered into by
ESTARO GMBH EDELSTAHL-BEDARF (hereinafter “estaro”)
An der Helle 23 B in D-59505 Bad Sassendorf
and their contracting parties (hereinafter “Customer”), in respect of deliveries, services and other services by way of incorporating contracts for work and services, consulting, proposals and other additional services. The General Terms and Conditions of Sale apply, in particular, to contracts for the sale and/or delivery of movable property (“Goods”) without consideration given to whether or not estaro itself manufacture the goods or purchases them from suppliers (Sections 433, 650, BGB (German Civil Code)). They also apply to all future deliveries, services or offers rendered for or made to the Customer, including if they have not been separately agreed upon again.
- (2) The Goods offered in the Online Shop are geared exclusively towards entrepreneurs (within the meaning of Section 14(1), BGB, i.e. natural or legal persons or partnerships with legal capacity, who act in their commercial or independent professional activity when entering into business transactions) and legal persons under public law and special public funds. The sale to consumers is excluded.
- (3) The version of these General Terms and Conditions of Business valid at the time of entering into the contract is authoritative. In the case of doubt, the Incoterms as stated in the respective, valid, version are conclusive in respect of interpreting commercial clauses.
- (4) estaro’s General Terms and Conditions of Business apply on an exclusive basis. Terms and conditions of business of the Customer or third parties that vary from, are contrary to or supplement our General Terms and Conditions of Business do not apply. This also applies if estaro does not separately contradict such terms and conditions of business in an individual case. Even if estaro cites a letter that contains or refers to the terms and conditions of business of the Customer or a third party, this shall not constitute any kind of consent to the validity of such terms and conditions of business. This also applies

If estaro is aware of the Customer's general terms and conditions of business and unconditionally delivers the Goods to the Customer .

- (5) The contracts with the Customer shall be entered into in German. If contracts contain a bi-lingual version, this shall only apply for translation purposes. The German contract text shall be authoritative at all times.
- (6) As a general rule, orders shall be delivered only within the Federal Republic of Germany. Deliveries to countries outside the Federal Republic of Germany may apply following an individual, written agreement entered into with estaro.

Section 2 Entering into a contract

- (1) The offers are subject to change and non-binding. This also applies if estaro has also surrendered to the Customer catalogues, special product descriptions or documents – including in electronic form – for which estaro has reserved the ownership right and copyright.
- (2) The order in the Online Shop takes for granted that the Customer will register for a user account . The Customer is to provide truthful details in respect of the data requested during registration. The Customer is to keep the access data for the user account secret and may not forward such data to third parties. in the event of doubt that third parties have gained access to the user account, the Customer undertakes to inform estaro of this without delay and change their password.
- (3) The Customer can order Goods illustrated in the Online Shop by placing these in the basket and going through the order process. The Customer can move to the previous order steps by way of the browser “back” button and the available buttons. Up until completing the order, Customers can amend their choice in the basket at any time via the available buttons. Before completing the order procedure, Customers can review and correct their order on the overview page. By clicking on the “Make a Binding Offer”

button, Customers make a binding offer to enter into a contract for the services they have selected.

- (4) Following receipt of the offer, the Customer shall receive an electronic confirmation from estaro about the receipt and receipt of the offer (confirmation of receipt), which does not constitute acceptance of the offer.
- (5) The contract is considered entered into when estaro has accepted the Customer's offer at least in text form (e-mail is sufficient).
estaro can accept the offer within 10 days following receipt. Following expiry of this period,
the Customer shall no longer bound by their contract offer.
- (6) The text of the contract is not stored by estaro and is not accessible to the Customer.
- (7) If entering into the contract comes about in a way another than submission of the offer by the Customer via the Online Shop,
and acceptance in text form by estaro (e.g. via other types of telecommunication or telephone systems),
estaro shall confirm entering into the contract by way of an order confirmation letter (so-called commercial confirmation letter).
- (8) If delivery of the Goods ordered by the Customer is not possible,
for example because the respective goods are not in stock,
estaro may refrain from a declaration of acceptance. A contract is not entered into in such a case.
- (9) The following languages are available for entering into contracts in electronic business transactions
via the online shop: German.
- (10) estaro submits to a code of conduct, which is available on the estaro website in the download area
and can be sent on request.

Section 3 Prices and payment

- (1) Insofar as no individual price agreement has been entered into,
the prices stated in the Online Shop plus the alloy surcharges valid on the day of delivery apply to the binding enquiries
or orders submitted in the Online Shop. In other respects,
estaro's respective, current, price list at the time of the offer,

plus the alloy surcharges valid on the day of delivery, are deemed agreed upon for the enquiries and/or offers made outside the Online Shop.

- (2) The prices apply to the scope of services and delivery listed in the order confirmation. Additional or special services or special deliveries shall be charged separately. The prices are quoted in euros ex place of dispatch, plus the statutory value added tax, shipping and insurance costs, customs duties in the case of export deliveries, as well as fees and other public charges. An appropriate surcharge may be imposed for express orders based on costs and risk. Additional costs as a result of a particular type of shipping requested by the Customer such as express or fast freight, or air freight, shall be borne by the Customer.
- (3) Invoice amounts are to be paid within 30 days following the invoice date without any deductions provided nothing to the contrary has been agreed upon in text form (e-mail)
. Receipt of payment on one of estaro's stated bank account is authoritative in respect of the payment date. If the Customer fails to pay on the due date, default shall be deemed to have occurred without the necessity of a warning. The outstanding amounts with effect from the due date shall, thereupon, be subject to interest at nine percentage points above the base lending rate of the ECB. Reminder fees in the sum of 5.00 euros shall fall due for the first reminder, in the sum of 10.00 euros for the second and 15.00 euros for the third. The claims shall be forwarded to a collection agency following the third reminder. The resulting additional costs shall be borne by the Customer. estaro reserves the right to assert a claim for higher interest and greater damage as a result of default on the part of the Customer.
- (4) Bills of exchange and cheques shall not be accepted.
- (5) Offsetting by way of the Customer's counter-claims, or retaining payments due to such claims, is only permissible insofar as the counter-claims result from the same contractual relationship and are undisputed or have become res judicata.
- (6) Irrespective of the payment agreement in an individual case, estaro shall be entitled to execute or provide/render outstanding deliveries or services only subject to advance payment or security if, after entering into the contract, estaro becomes aware of circumstances that are capable of significantly reducing the Customer's creditworthiness and

by way of which payment of estaro's outstanding claims by the Customer resulting from the respective contractual relationship is jeopardised. estaro shall have recourse to the rights in accordance with Section 321 BGB (defence of uncertainty). In such a case estaro shall also be entitled to call due all claims not yet subject to the statutory limitations resulting from the business association with the Customer. estaro may withdraw from the contract in full or in part following expiry of the period in vain. In such a case, the Customer's claims for damages or reimbursement of expenses against estaro are excluded as part of the statutory regulation.

- (7) The Customer shall be required to make an advance payment, in particular, if
- a. The net payable invoice amount is less than 500.00 euros. In this case, estaro shall be entitled to provide/render the deliveries or services that remain outstanding only following receipt of the advance payment in full;
or
 - b. The Customer's order is a large-scale order. In this case, estaro shall similarly be entitled to provide/render the deliveries or services that remain outstanding only following receipt of the agreed advance payment. The agreed advance payment of 50.00 % of the entire payment amount of the order plus turnover tax that may apply.

§ 4 Delivery and delivery time

- (1) The delivery dates for deliveries and services for which estaro holds out prospects apply, at all times, on an approximate basis only. This shall not apply if the delivery period is agreed upon by estaro and the Customer in an individual case and at least in text form.
- (2) The place of performance for all obligations resulting from the contractual relationship shall be estaro's registered office if estaro does not issue instructions to a supplier in an individual case to deliver directly to the Customer. In this case, the place of performance shall be the delivery destination.
- (3) estaro is entitled to provide partial deliveries to an acceptable extent that is customary in the trade. estaro shall notify the Customer of the partial delivery in good time in advance (e-mail is sufficient). If the Customer objects to such a partial delivery, the Customer is

to notify estaro of such objections without delay in text form (e-mail is sufficient). If no objections are raised, any partial delivery shall be agreed as partial performance. In the case of details entailing an "approximate" quantity, estaro shall be entitled to provide a surplus/shortfall delivery quantity that is customary in the trade and in line with a calculation of up to 10.00 %.

- (4) estaro is also entitled to jointly pack the goods from several chronologically consecutive orders or contract items within 48 hours and make arrangements for their delivery to keep the freight and packaging costs low for the Customer. With regard to the intended, joint packaging and delivery of the various orders and/or contracts, estaro shall coordinate matters with the Customer in good time in advance in text form (e-mail is sufficient). The joint packaging and delivery of various orders and/or contracts are not to be understood as a merged new order insofar as estaro has not expressly merged these orders and/or contracts elsewhere, at least in text form, to create a joint order or a joint contract.
- (5) If the Goods are dispatched according to the agreements entered into with the Customer, estaro shall only be required to supply the Goods to the transport undertaking in good time and properly and shall not be responsible for delays caused by the transport undertaking. A likely shipping duration stated by estaro (period between the supply of Goods to the transport undertaking and delivery to the Customer) is, therefore, non-binding. This shall not apply insofar as a fixed shipping date is agreed upon at least in text form.
- (6) The timely sending ex works or warehouse shall be authoritative in respect of compliance with the agreed periods and dates. The delivery shall be deemed made in good time insofar as the Goods have left the works or warehouse of estaro, or estaro's supplier, prior to expiry of the shipping date.
- (7) Agreed periods and dates for the provisions of the Goods by estaro shall be automatically extended by the period by which the Customer is in default of the agreed advance payment or by which other contractual obligations that apply to the Customer in this respect are not honoured.

- (8) If the delivery is delayed by an action, or failure to act, on the part of the Customer, an extension shall be granted that is appropriate based on the circumstances. The additional costs resulting from such a delay are to be borne by the Customer.
- (9) Insofar as estaro is unable to comply with binding delivery periods due to force majeure or other reasons for which estaro is not responsible (administrative measures, strikes, lock-outs, business interruptions, problems involving material procurement, traffic disruptions, pandemics or epidemics and the like), a delivery period extension shall be granted that is appropriate based on the circumstances
- . estaro shall inform the Customer of this without delay and simultaneously state the likely, new delivery period
 - . If the service is not available within the new delivery period either, estaro shall be entitled to withdraw from the contract in full or in part. estaro shall reimburse counter-performance already provided by the Customer within 14 days. In this case, asserting claims for damages by the Customer is excluded.
- (10) If the Goods cannot be delivered in good time, without culpability on the part of estaro, or irrespective of a timely subsequent order cannot be delivered in good time, estaro shall notify the Customer of the lacking availability of the Goods without delay and in the event of a withdrawal reimburse the Customer within 14 workdays for payments the Customer has already made.
- (11) The occurrence of default in delivery by estaro shall be determined in accordance with the statutory requirements. However, in any case the Customer shall be required to issue a reminder.
- (12) This does not affect the Customer's rights in accordance with Section 10 of these General Terms and Conditions of Business or estaro's statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. as a result of the impossibility or unacceptable nature of the service and/or subsequent performance).

Section 5 Shipping, packaging, insurance and passing of risk

- (1) Where not expressly agreed to the contrary, estaro shall determine the appropriate shipping type and transport undertaking at its own reasonable discretion. The amount of the shipping costs is conditional on the order type, contract value and the delivery country.

- (2) The shipping costs are to be understood plus the packaging costs. The packaging costs can be viewed, in each case, in estaro's shipping and delivery terms. If the Customer fails to provide details about the available, requested packaging type, as a general rule the packaging shall apply in accordance with the "Packaging Standard 1" packaging type. The following packaging types can be selected irrespective of the ordered goods:
- a. Packaging Standard 1: Bundling the pipes/round steel with straps, as well as wrapping of the ends in foil;
 - b. Packaging Standard 2: Bundling the tubes/round steel with straps, as well as complete wrapping of these in hollow-core web plates;
 - c. Packaging Standard 3: Packaging on/by way of disposable wooden pallet for sheet steel;
 - d. Packaging Standard 4: Special packaging, e.g. by way of wooden boxes, special pallets, special marking or based on the Customer's special requirements. The price is determined in accordance with the respective cost of the requested special packaging, at least, however, 150.00 euros.
- (3) estaro is entitled to obtain the receipt of the delivery from the Customer or from the Customer's **appointed recipient**.
- (4) The risk of accidental loss, accidental damage or accidental loss passes to the Customer at the latest upon handover of the Goods to the transport undertaking, respectively to the forwarding agent, carrier or other third party appointed to perform the shipping. This also applies if partial deliveries are made and/or FCA, EXW, CPT agreements, or drop shipment agreements are entered into. If collection of the Goods by the Customer is agreed, the risk in such a case shall pass on the agreed collection date if the goods are ready for loading at estaro's registered office (performance obligation on the part of the Customer). If the shipping or handover is delayed as a result of circumstances caused by the Customer, risk shall pass to the Customer on the day on which the goods are ready for shipping, and estaro has informed the Customer of this.

- (5) Storage costs following the passing of risk shall be borne by the Customer.
- (6) estaro shall only insure the consignment at the Customer's express wish, and at the Customer's cost, against theft, breakage, transport, fire and water damage or other insurable risks. The Customer is recommended to take out a transport insurance policy with adequate cover for the delivery items.

Section 6 Costs in the case of cancellation

- (1) If the Customer intends, after entering into the contract, to withdraw from the contract and informs estaro of this at least in text form within 14 days after entering into the contract (cancellation), estaro shall immediately discontinue the further contract processing. Following notification by the Customer, estaro shall individually review whether the requested cancellation can be implemented. In any case, a cancellation shall be subject to written approval by estaro. Cancellation is excluded after 14 days.
- (2) If estaro approves the cancellation, both parties undertake to reverse performance already received. estaro is entitled to reimburse the purchase price only once it has received the Goods from the Customer in full without defects.
- (3) A flat rate cancellation fee of 25.00 % of the net order value shall apply, for which estaro shall invoice the Customer. The net order value is made up of the Goods price, shipping costs, packaging costs and ordered special items such as cutting costs stamp costs and certificates. In the case of Energy surcharges and TÜV (German Technical Supervisory Organisation), acceptance costs that may be incurred are to be similarly counted towards the calculation of the cancellation flat rate.
- (4) In the event of cancellation, the Customer shall also bear the cost of returning the Goods insofar as estaro has already supplied these to the transport undertaking, or the forwarding agent, carrier or other third party determined to perform the shipping.

- (5) The risk of the accidental loss, accidental destruction or accidental damage or accidental loss as part of the return shall be borne by the Customer up until the time at which the Goods were handed over to estaro.
- (6) Cancellation is excluded for orders that apply to special production of the Goods (e.g. cut at a requested length, material adjustment or stamping). Similarly, cancellation shall be excluded if the condition of the Goods is no longer equal to the original condition of the Goods when supplied (e.g. as a result of processing, mixing or combining with items/products of the Customer or third parties).

Section 7 Reservation of title

- (1) Up until payment in full of all of estaro's current and future as well as conditional claims against the respective Customer, resulting from a contract and an ongoing business relationship ("Secured Claims"), estaro reserves ownership of all goods and services to be allocated to the delivery.
- (2) The Goods subject to reservation of title ("Reserved Goods" may neither be pledged to third parties nor may ownership of such Goods be transferred by way of security prior to payment in full of the secured claims. The Customer is to notify estaro without delay in writing in the event of the institution of insolvency proceedings or insofar as third party intervention (e.g. seizure) regarding estaro's Reserved Goods occurs. In the case of third party intervention – in particular by a court bailiff – regarding the Reserved Goods, the Customer shall draw attention to estaro's ownership.
- (3) In the case of conduct in breach of contract on the part of the Customer, in particular in the case of non-payment of the due purchase price, estaro shall be entitled to withdraw from the contract in accordance with the statutory requirements and/or demand surrender of the Goods as a result of the reservation of title . The demand for surrender does not simultaneously include a statement of withdrawal. Moreover, estaro is merely entitled to demand surrender of the Reserved Goods and reserve the right to withdraw. If the Customer fails to pay the due purchase price, estaro may only assert these rights if it has previously set the Customer a reasonable period for payment, which has lapsed in vain, or if setting such a period is dispensable in accordance with the statutory requirements.

- (4) The Reserved Goods may only be sold by the Customer if it is not in default and exclusively in the ordinary course of business at the customary terms and conditions of business. In this case, the following provisions apply on a supplementary basis.
- a. The reservation of title shall extend to the full value of the products created by processing, mixing or blending the Reserved Goods to their full value, whereby estaro shall be deemed the manufacturer. If the ownership rights of third parties continues to apply in the case of processing, mixing or combining with third party Goods, estaro shall acquire co-ownership in the proportion of the invoice values of the processed, mixed or blended goods. In other respects, what applies to the created product, the same shall apply to the supplied Goods that are subject to reservation of title.
 - b. The Customer assigns in full to estaro at this point in time the claims against third parties resulting from the onward sale of the Goods or the product, or in the sum of estaro's co-ownership in accordance with the aforementioned sub-section as security . estaro accepts the assignment. The Customer's obligations stated in sub-section 2 also apply with consideration given to the assigned claims. In other respects, the Customer shall not be entitled to dispose of the ownership of the Reserved goods without prior, written approval by estaro.
 - c. The Customer, in addition to estaro, remains authorised to collect the claim. estaro shall not collect the claim as long as the Customer honours its payment obligations to estaro, there is no defect in its performance capability and estaro does not assert the reservation of title by exercising a right in accordance with sub-section 3. However, if this is the case, estaro may demand that the Customer notifies estaro of the assigned claims and their debtors, furnish all the information necessary for the collection, surrender the appertaining documents and notify the debtors (third parties) of the assignment. In addition, in such a case estaro shall be entitled to cancel the Customer's authorisation for the onward sale and processing of the Reserved Goods .

d. If the realisable claim of the securities exceeds estaro's claims by more than 20.00 %, at the Customer's request estaro shall release securities at estaro's discretion.

(5) The Customer undertakes to sell the Goods supplied by estaro only on condition

that it reserves ownership of such Goods until the purchase price has been paid in full, and agrees that, if the reservation of title expires as a result of onward sale, combining or mixing,

ownership of the new item or the claim arising therefrom shall take the place of the reservation of title.

(6) The Customer undertakes to treat the Reserved Goods with due care.

Section 8 Force majeure

(1) In cases of force majeure, the contracting party affected by force majeure shall be released from the obligation to deliver or accept for the duration and to the extent of the effect.

Force majeure is any event beyond the control of the respective contracting party as a result of which it is prevented in full or in part from honouring its obligations, including fire damage, floods, strikes, epidemics, pandemics and lawful lockouts as well as traffic disruptions, operational disruptions or official decrees for which it is not responsible. Currency trade policy and other sovereign measures, as well as delays in import/customs clearance, which are not estaro's responsibility, are equated with force majeure. A contracting party is also affected within the meaning of Sentence 1 if one of its upstream suppliers or subcontractors is prevented by force majeure from honouring its obligations to such a contracting party.

(2) The affected contracting party shall notify the other contracting party without delay of the occurrence and the cessation of the force majeure in text form (e-mail is sufficient).

(3) The contracting parties shall harmonise matters in the case of the occurrence of force majeure in respect of the further action and specify whether, once the force majeure has ended, the Goods not delivered during such a period should be subsequently delivered. Irrespective of this, each contracting party shall be entitled to withdraw from the affected orders if the force

majeure lasts for longer than eight weeks since the agreed delivery date. The Customer to accept and remunerate the partial services rendered up until occurrence of the force majeure.

Section 9 Guarantee

- (1) The statutory requirements shall apply to the Customer's rights in the case of material defects and defects in title provided nothing to the contrary is specified below. Claims resulting from supplier recourse are excluded if the faulty Goods have been further processed by the Customer or another entrepreneur, e.g. by way of installation in another product.
- (2) The basis for estaro's liability for defects is, above all, the agreement entered into in respect of the quality of the Goods. The product descriptions, which are forwarded to the Customer by estaro in the order confirmation, apply exclusively as an agreement about the quality of the Goods.
- (3) Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory regulations whether or not a defect applies. estaro does not accept any liability for public statements made by third parties (e.g. advertising statements) to which the Buyer has not drawn estaro's attention as being crucial for its purchase.
- (4) The content of the agreed specifications and any expressly agreed intended use shall not constitute a guarantee. estaro does not provide a guarantee and in other respects does not make any guarantee statements to the Customer.
- (5) As a matter of principle estaro shall not be liable for defects that the Customer is aware of upon entering into the contract or is not aware of as a result of gross negligence (Section 442, BGB). Furthermore, the Customer's claims for defects presuppose that it has honoured its statutory obligations to inspect and provide notification of defects (Section 377, 381 HGB (German Commercial Code)). If estaro is required to deliver Goods, the Customer undertakes, in particular, to notify estaro without delay in writing of any transport damage. If knowledge of a defect is gained during the delivery, an inspection or at any subsequent time, estaro is to be informed of this without delay in writing. In any case, notification is to be provided, at least in text form, of obvious defects within five calendar days from collection or in the case of required delivery from delivery and in the case of defects

not identifiable during an inspection within the same period from the time they are identified. Following the passing of risk, notification of defects that can be detected in the process and for which the Customer fails to provide notification shall be excluded in accordance with the statutory regulations. If no complaint is made within one year following the passing of risk due to a defect that was not recognisable during the inspection, the Goods shall be deemed to have been approved.

- (6) If the Goods are faulty, estaro may, with consideration given to the Customer's justified interests, initially choose whether estaro is to provide subsequent performance by way of rectifying the defect (Subsequent Improvement) or by delivering a fault-free item (replacement delivery). This does not affect estaro's right to refuse subsequent improvement under the statutory conditions. The Customer shall only have a right to reduce the price if the Goods have already been subject to onward sale, processing or transformation.
- (7) estaro is entitled to render the required subsequent improvement conditional on the the Customer paying the due purchase price. However, the Customer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- (8) The Customer is to give estaro the time and opportunity necessary for the required subsequent performance, in particular it must hand over the Goods for inspection purposes about which a complaint has been made. In the case of a replacement delivery, the Customer is to return the faulty item to estaro in accordance with the statutory requirements.
- (9) The expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs, shall be borne by estaro in accordance with the legal regulation if the existence of a defect is legally established or undisputed by the parties. The subsequent performance neither includes the dismantling of the faulty item nor the renewed installation or the bearing of costs in that regard if estaro did not originally undertake to install it. If it has been established with legal force, or the parties agree that a defect does not apply, estaro may request that the Customer reimburse the costs incurred as a result of the unjustified request for rectification of a defect (in particular the review and transport costs) unless the lacking faulty nature was not identifiable for the Customer.

- (10) If subsequent improvements by the Customer or by third parties are performed independently and without the express, written approval, of estaro, estaro does not undertake to perform additional subsequent improvement work on the affected Goods or Goods part if the Customer fails to furnish proof that the own subsequent improvement attempt was performed appropriately and the defect that existed thereafter was not influenced by such a subsequent improvement attempt. In other respects, the right to perform repair work independently shall only apply in urgent cases of danger to operational safety and to prevent disproportionately large damage, in which case estaro is to be notified immediately. In this case, the Customer may remedy the defect or have it remedied by a third party and demand reimbursement of the necessary costs from estaro. The same applies if estaro is in default with rectifying a defect and the Customer has previously issued a written warning to estaro accordingly.
- (11) If the subsequent performance has failed or a reasonable deadline to be set by the Customer for the subsequent performance has lapsed, or is dispensable according to the statutory provisions, the Customer may withdraw from the corresponding purchase contract or reduce the purchase price. However, in the case of an insignificant defect there shall be no right of withdrawal.
- (12) The Customer's claims for damages or compensation for expenses in vain shall only apply, including in the case of defects, in accordance with Section 10 and in other respects are excluded.
- (13) estaro does not provide warranty for defects or damage that have occurred without culpability on the part of estaro by unsuitable or improper use, faulty assembly or commissioning. This applies in the following cases:
- a. Use of unqualified or untrained personnel;
 - b. Unsuitable, inappropriate handling, wrong storage;
 - c. Improperly performed repairs;
 - d. Natural wear-and-tear or chemical or electro-chemical influences;
 - e. Occurrence of catastrophic events, foreign body impact and force majeure;

Art. 10 Liability

- (1) Insofar as nothing to the contrary arises from these General Terms and Conditions of Business, including the following provisions, estaro shall be liable in the case of violation of contractual and non-contractual obligations in accordance with the statutory requirements.
- (2) estaro shall be liable for damages, irrespective on whichever grounds these apply, as part of liability based on fault in the case of intent and gross negligence. In the case of basic negligence, estaro shall be liable, subject to statutory liability limitations (e.g. care in own matters, insignificant violation of an obligation), only
 - a. For damage resulting from the loss of life, physical injury or detrimental effects on
 - b. For damage resulting from the violation of a key contractual obligation (obligation that needs to be honoured to properly execute the contract and on which the contracting party usually may and does trust that this shall be the case). However, in this case, liability on the part of estaro is restricted to compensation of foreseeable and typical damage.
- (3) The liability limitations resulting from sub-section 2 also apply to third parties and in the case of violations of obligations by persons whereby estaro is responsible for such culpability in accordance with statutory requirements. They do not apply insofar as a defect has been maliciously concealed or, in an individual contract, a guarantee was provided for the quality of the Goods, and for the Customer's claims in accordance with the German Product Liability Act.
- (4) The Customer may only withdraw or terminate if estaro is responsible for the breach of obligation. A free right of termination on the part of the customer (in particular in accordance with Sections 650, 648 BGB) is excluded. In other respects, the statutory preconditions and legal consequences apply.
- (5) Liability on the part of estaro is limited to the net goods value of the delivery from which the faulty item originates. In the case of joint packaging and delivery in accordance with Section 4(4), estaro's liability is limited to the net value of the goods of the respective order or the respective contract from which the the faulty object originated. It is, at all times, limited to the typical and

foreseeable damage, and does not apply to any indirect consequential damage such as loss of production or the loss of expected profits.

Section 11 Statute of limitations

- (1) Contrary to Section 438(1), No. 3, BGB, the general limitation period for claims resulting from material defects and defects of title of the Goods shall be twelve months from the passing of risk or, contrary to Section 634a(1), No. 1 and No. 3, BGB, twelve months from acceptance of the performance or the work. The warranty period shall be extended by the duration of the operational interruptions caused by the subsequent improvement work.
- (2) The above limitation periods of the law in respect of sales, or the law in respect of contracts for work and services, shall also apply to the Customer's contractual and non-contractual claims for damages based on a defect in the Goods unless application of the regular limitation period (Sections 195, 199, BGB) would lead to a shorter limitation period in an individual case. The Customer's claims for damages in accordance with Section 10(2), Sentences 1 and 2, point (a), as well as in accordance with the German Product Liability Act, shall fall under the statute of limitations exclusively in accordance with the statutory limitation periods.

Section 12 Applicable law and place of jurisdiction

- (1) The material law of the Federal Republic of Germany applies to these General Terms and Conditions of Business and the contractual relationship between estaro and the Customer, excluding the UN Sales Law (CISG).
- (2) If the Customer is a merchant within the meaning of the German Commercial Code, a legal person under public law or special public funds, the exclusive – including international place of jurisdiction for all disputes directly or indirectly resulting from the contractual relationship shall be estaro's registered office. Accordingly, if the Customer is an entrepreneur within the meaning of section 14 BGB, estaro shall, in all cases, also be entitled to bring legal action at the place of performance for the delivery obligation in accordance with these General Terms and Conditions of Business or a previous individual agreement, or at the Customer's general place of jurisdiction.

This does not affect overriding statutory requirements, in particular in respect of exclusive jurisdictions.

- (3) Variations from a contract that has been entered into or these General Terms and Conditions of Business shall be subject to the written form. This also applies to eliminating this written form clause by way of agreement.
- (4) Solely the German language version is authoritative in respect of interpreting these General Terms and Conditions of Business. The English translation is only geared towards a better understanding and does not release the Customer from the obligation to consult the original German version in the event of ambiguities.
- (5) In the event that a provision of these conditions is invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by one that best achieves the originally intended economic purpose

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