

# Conditions of business

(June 2020)

## I. General Provisions

All sales of Sinbran GmbH (hereinafter only referred to as "Sinbran") as well as the general legal business relations of the contracting parties are governed by these conditions of business.

Only Sinbran's terms and conditions apply, if the parties have not agreed different individually. Conditions of the other party (hereinafter only referred to as "the Customer ") are not binding.

This is a translation of Sinbran's conditions of business ("Allgemeine Verkaufsbedingungen") in German. In the event of any conflict between the English and German versions, the German version shall prevail.

## II. Rights concerning contractual documents

All rights concerning contractual documents, e.g. the estimates of costs, technical drawings and other documents provided by Sinbran to the Customer in connection with the business relationship (hereinafter only referred to as "documents") remain in the sole ownership of Sinbran, in particular the rights of use and exploitation under patentlaw and copyrights. The Customer is obliged to confidentiality with regard to all information contained in the documents as well as to the data which has been gained, especially concerning details that qualify as trade secrets or other secret know-how.

The documents may be shared with third parties only with the prior written consent of Sinbran, even to the extent that they do not qualify as trade secrets, and shall be returned to Sinbran immediately upon first request if the contract terminates.

## III. Terms of payment

All prices are understood to be without tax and ex works (EXW – Incoterms 2010), therefore exclude packaging and are subjekt to additional value added tax.

Every invoice is due 30 days after its receipt or, if agreed on contractually, immediately at the respective date.

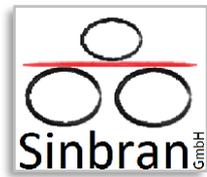
As soon as this payment period has expired, the Customer is in default. During the delay, interest is produced on the purchase price at the applicable statutory default interest rate. Sinbrans right to claim further damage caused by delay and to the commercial interest due on merchants (§ 353 HGB) remains unaffected.

Set-off by the Customer is permitted only with claims that are undisputed or that have been upheld by final decision of a court of competent jurisdiction. The Customers counter-rights in the event of defects remain unaffected.

If it becomes apparent after the conclusion of the contract (for example, by insolvency proceedings pending against the purchaser) that Sinbran's purchase price claim will be jeopardized due to the purchaser's inability to perform, Sinbran is obliged to refuse performance and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB).

## IV. Retention of title/rights of Sinbran

The purchased goods are subject to an extended retention of title by Sinbran until full payment has been performed. Sinbran may also withhold the transfer of the goods if payment of other written claims from another delivery to the Customer, including accessory claims or damages concerning the business relationship, have not been performed. If the combined value of the collateral exceeds the amount of the secured claims by more than 20%, Sinbran shall release securities extending this value on the request of the Customer.



# Conditions of business

(June 2020)

The Customer must notify Sinbran immediately if any seizures or other infringing orders on the reserved goods are executed by third parties. The Customer is prohibited from pledging or transferring the reserved goods. If the reserved goods are mixed or blended with objects which belong to the Customer or third parties, a co-ownership share in the new item is created corresponding to the proportional worth of the purchased good. In case of selling the reserved goods, the Customer assigns the resulting claims to Sinbran, which hereby accepts the assignment.

## V. Delivery, Passing of risk

The delivery takes place ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and on the expense of the Customer, the goods will be dispatched to another destination (purchase to destination). Unless otherwise agreed, Sinbran is entitled to determine the type of shipment (in particular transport company, shipping route, packaging).

The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon the surrender, in case of the purchase to destination, upon the delivery of the goods to the forwarding carrier or the person or institution otherwise responsible for carrying out the shipment. If an acceptance has been agreed on, it is decisive for the transfer of risk. At the request and on the expense of the Customer, Sinbran deliveries are insured against the usual transport risks. The surrender or acceptance is the same if the customer is in default of acceptance.

If Sinbran is unable to meet the delivery dates agreed on for reasons beyond Sinbran's control (unavailability of the service), Sinbran will inform the Customer immediately and at the same time notify him of the expected new delivery date. If the service is not available within the new delivery period, Sinbran is entitled to withdraw from the contract in whole or in part; any consideration already paid by the Customer will be reimbursed immediately. If in particular Sinbran has entered into a congruent cover transaction, neither Sinbran nor the supplier are at fault or Sinbran is not obliged to procure them in individual cases, the late delivery may be considered as an unavailability of the service in that respect.

## VI. Scope of sale

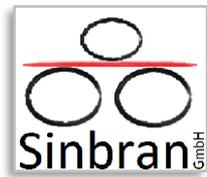
The scope of sale is to be determined only by the congruent mutual written declarations. Public statements or advertisements by Sinbran do not determine the scope of sale whatsoever, if not the Customer has explicitly notified Sinbran of the declaration to be decisive for the closing of the contract. All dimensions may include reasonable manufacturing tolerances. There shall be no claims based on defect in cases of insignificant deviations from the agreed quality, especially of only minor impairment of usability.

Partial deliveries of Sinbran are not subject to prior written consent by the Customer.

The scope of sale may differ in case the legal national or supranational framework or international trade laws change.

## VII. Default in performance

Sinbran is only deemed to have defaulted on timely performance if the appropriate legal requirements are fulfilled and after written notice by the Customer, setting a reasonable deadline for Sinbran to comply with. This shall not apply if the Customer is responsible for the delay, especially if all



## Conditions of business

(June 2020)

documents to be furnished by the Customer, necessary permits and approvals, especially concerning plans, are not received by Sinbran in time and if agreed terms of payment and other obligations of the Customer are not met or if non-observance of the times set by Sinbran is due to force majeure, war, strike, lockouts, terror attacks, pandemics or similar events. In this case the contract may be adjusted reasonably and, if the adjustments turn out to be unacceptable for Sinbran, be terminated mutually by both parties.

### VIII. Material or legal defects

In the case of material or legal defects, Sinbran shall at its discretion repair or replace the defected good. Any supplementary performance comes without a recognition of a legal obligation.

The supplementary performance does not include the removal of the defective item or the reinstallation if Sinbran was not originally obliged to install it. Sinbran bears or reimburses the expenses required for the purpose of testing and supplementary performance, in particular transport, travel, labor and material costs, as well as any expansion and installation costs, in accordance with the statutory provisions, if there is actually a defect. Otherwise Sinbran can demand from the Customer reimbursement of the costs arising from the unjustified request to remedy the defect (in particular inspection and transport costs), unless the deficiency was not recognizable to the Customer.

If the purchased goods infringe any intellectual property rights of third parties, Sinbran may choose whether to acquire, at its own expense, the right to use the intellectual property with respect to the sales concerned or whether to modify the sales such that they no longer infringe the intellectual property rights or to replace them.

No obligation of Sinbran shall apply if the Customer does not notify Sinbran immediately of any such claim asserted by the third party in written form, if the Customer does concede the existence of an infringement and if the Customer does not leave any protective measures and settlement negotiations to the Sinbrans discretion. Claims of the Customer are especially excluded if the infringement of the intellectual property rights is caused by specifications made by the Customer, by a type of use not foreseeable by Sinbran or by the purchased goods being modified by the Customer or being used together with products not provided by Sinbran.

Any claim by the Customer for damages or reimbursement of futile expenses will in the event of defects only be admitted in accordance with the following prov. IX and are otherwise excluded.

### IX. Rights of the Customer

The Customer may withdraw from the contract only if the supplementary performance by Sinbran has failed at least twice. The right of the customer to withdraw from the contract in accordance with §§ 650, 648 BGB is excluded. Other than that, the legal provisions shall apply. After being noticed to do so by Sinbran, the Customer is obliged to declare within a reasonable period of time whether he intends to withdraw from the contract or if he insists on performance as agreed on by Sinbran.

Claims of the Customer for damages arising from a breach of a fundamental condition of contract shall be limited to damage that is foreseeable for Sinbran.

Any other claims of the Customer against Sinbran or its agents or any such claims exceeding the claims provided for in this Article, based on defects, are excluded. This shall not apply to the extent that a defect has been fraudulently concealed, in the case of loss of life, bodily injury or damage to health, and/or intentionally or grossly negligent breach of contract on the part of Sinbran or if

#### **Sinbran GmbH**

Handelsregister:

Bankverbindung:

[www.sinbran.com](http://www.sinbran.com)

SINBRAN® ist eine eingetragene Marke der Sinbran GmbH

Wolfgang-Koller-Straße 10

München HRB 208882

HypoVereinsbank IBAN:

email: [info@sinbran.com](mailto:info@sinbran.com)

D-85625 Glonn

Ust-IdNr: DE 293 062 802

DE82 7002 0270 0015 1896 41

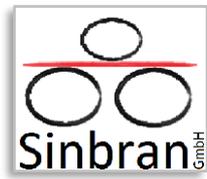
Tel: 08093/905830-0

Geschäftsführer: Wolfgang Jander

Amtsgericht München

BIC:HYVEDEMMXXX

Fax: 08093/905830-9



## Conditions of business

(June 2020)

Sinbrans liability is based on the German Product Liability Act („Produkthaftungsgesetz“). The above provisions do not imply a change in the burden of proof to the detriment of the Customer.

The Customer's right of recourse against Sinbran pursuant Sec. 445a BGB (entrepreneur's right of recourse) is limited to cases where the Customer has not concluded an agreement with its customers exceeding the scope of the statutory provisions governing claims based on defects and limited to cases, where those customers are consumers.

All claims are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations. This shall not apply where longer periods are prescribed by law. Claims for the reimbursement of expenses on the part of the Customer in accordance with Sec. 445a BGB (entrepreneur's right of recourse) shall likewise be subject to a statute of limitations of 12 months from the start of the statutory statute of limitations.

### **X. Incoming goods inspection**

The Customer is obliged to check the type, quantity and quality of the purchased goods immediately after receipt of the goods.

The obvious defects detected in this investigation are to be reported immediately in writing. In any case, obvious defects must be reported in writing within five working days after the delivery and defects that are not apparent during the inspection within the same period of time from its discovery. Sinbran must be notified of any defect which could not be identified by the above-mentioned inspection at the time of receipt of the goods (hidden defect) immediately after it's been detected. The time of the receipt of such notice of Sinbran is decisive in all cases.

The purchased goods are considered to be free of defects if the notice is not made in time. This does not apply to claims for damages according to IX para. 2.

Sinbran is entitled to demand compensation for expenses incurred by unjustified claims of the consumer made in that context.

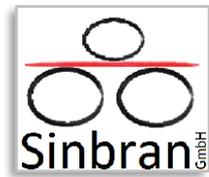
### **XI. Export regulations**

Exporting the purchased goods may be subject to certain export regulation. The Customer has to comply with all given and future export laws such as regulation (EU) 1207/2001 and shall provide any information and documents required for export, transport and import purposes. The Customer is in particular obliged not to share any information or goods of Sinbran with third parties that are not listed in the relevant EU or US export lists (e.g. DPL or SDN).

### **XII. Venue and Applicable law**

Sole venue for all disputes arising directly or indirectly out of the contract shall be Munich. However, Sinbran may also bring an action at the Customer's place of business or at one of his branches.

This contract and its interpretation shall be governed by German law, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods.



## Conditions of business

(June 2020)

### **XIII. Data protection**

Sinbran processes and uses personal data and company information of the Customer only for the purpose of this contract, its performance duties and order tracking, as well as for billing purposes and related tax process. The legal basis for processing personal user data is Article 6 para. 1 subpara. 1 (b) of the GDPR.

The party responsible for processing the personal data, the so-called "controller" within the meaning of Art. 4 no. 7 of the GDPR, is Sinbran GmbH, acting through its CEO Wolfgang Jander, Wolfgang-Koller-Straße 10, 85625 Glonn, Germany.

For certain tasks concerning the performance or the billing of this contract, Sinbran is assisted by third-party service providers who will receive access to the personal data to provide such services. Those service providers have been carefully selected and meet high data privacy and data security standards. Same as all employees of Sinbran, they are subject to strict duties of confidentiality and process data only on behalf and in accordance with the instructions of Sinbran. Other than this, Sinbran will not transfer the data to any third parties without the express consent of the Customer, unless Sinbran is required to do so by law, regulatory directive, or court order.

The GDPR applies to all data processed. The data processed will be erased if and when they are no longer necessary for the purposes described in this Data Privacy Policy, unless a longer storage period is required by applicable law.

The Customer has the right to be provided with information about the personal data that are stored by Sinbran and, if certain legal requirements are satisfied, rights to rectification, erasure, and restricted processing, as well as the right to object to data processing. This includes the right to transfer such data to another controller.

The Customer may lodge complaints with the mentioned data controller or the competent regulatory authority.

### **XIV. Severability Clause**

The legal invalidity of one or more provisions of this agreement in no way affects the validity of the remaining provisions. The invalid clause shall be substituted with a provision that achieves to the greatest extent possible the legal and commercial objectives of the parties.

Any amendments or alterations of this contract are to be made in writing; this also applies to any alterations of this clause. Verbal side agreements were not made.