

General Terms and Conditions of Business and Delivery

§ 1. Important Notes.

1. The legal relationship between LacTec and the contractual partner shall be governed exclusively by these terms of delivery and any other written agreements. General terms and conditions of the contractual partner that deviate from these terms and conditions or the legal regulation are expressly rejected. They shall not be accepted even upon execution of a contract. Silence on the part of LacTec to orders referring to deviating or supplementary terms and conditions shall not be deemed as consent. If the order is carried out, this shall be deemed as acceptance of the present terms and conditions, or it shall be at LacTec's discretion to subsequently withdraw from the order and claim damages.

2. Within the scope of an ongoing business relationship among merchants, the terms and conditions shall also become an integral part of the contract if LacTec has not expressly referred to their inclusion in the individual case.

3. All ancillary agreements and arrangements must always be made in writing.

4. The headings are only to be understood as an orientation and do not imply any fixing or restriction of the individual subjects of regulation.

§ 2. Offers and Conclusion of Contract

1. Unless expressly stated otherwise, LacTec's offers shall be subject to confirmation and shall merely constitute an invitation to the contractual partner to place an order. The contract shall only be concluded upon acceptance (order confirmation) of the order or execution of the service. In this case, the delivery bill or the invoice for the goods shall be deemed to be the order confirmation.

2. The documents belonging to offers, such as illustrations, drawings, weights and dimensions are only approximate unless they are expressly designated as binding. LacTec reserves the right of ownership and copyright to cost estimates and other documents; they may not be made accessible to third parties. The contractual partner shall be obliged to make plans designated as confidential by LacTec accessible to third parties only with LacTec's consent.

3. If, in the case of delivery abroad, all customs duties, taxes, levies, etc. which may be incurred in the country of the contracting party shall be borne by the contracting party; the same shall apply to export taxes or levies imposed in the Federal Republic of Germany.

§ 3. Prices

1. LacTec's prices are net ex works Rodgau excluding packaging and excluding the respective statutory value added tax. Unless otherwise agreed in writing, packaging shall be charged at cost price and shall not be taken back. If LacTec is obligated to take back the packaging (e.g. according to the regulations of the Packaging Ordinance), the contractual partner shall bear the additional costs incurred thereby.

2. Should cost increases (including, for example, tax increases) or currency changes (changes in the exchange rate) occur between the date of conclusion of the contract and the date of delivery, LacTec shall be entitled to increase the prices accordingly..

§ 4. Delivery and Transfer of Risk

1. The delivery and shipping dates stated by LacTec are only approximate and non-binding. If LacTec expressly guarantees in writing that a delivery or shipping date will be met, the contractual partner shall have the right to set LacTec a reasonable grace period if this deadline is exceeded. After fruitless expiration of this period, the contractual partner shall be entitled to withdraw from the contract. Claims for damages shall be excluded unless LacTec is guilty of gross negligence. With regard to timely delivery, LacTec shall only be liable for its own fault and that of its vicarious agents. LacTec shall not be liable for the fault of its suppliers, as they are not its vicarious agents. However, LacTec shall be obligated to assign to the contractual partner upon request any claims it may have against its sub-supplier.

2. The risk shall pass to the contractual partner upon provision of the goods at the agreed place of delivery or dispatch for transport. If the shipment is delayed at the request or through the fault of the contractual partner, the goods shall be stored at the expense and risk of the contractual partner. In this case, notification of readiness for dispatch shall be deemed equivalent to dispatch.

3. The goods shall always be shipped at the risk of the contracting party, even if they are shipped freight prepaid. If the contractual partner does not determine the mode of shipment, the shipment shall be made at the discretion of LacTec. Deliveries shall only be insured against transport damages upon express instruction of the contractual partner and at the expense of the contractual partner.

4. LacTec shall be entitled to make reasonable partial deliveries, whereby each partial delivery shall be deemed an independent transaction.

5. In cases of force majeure, labor disputes and other unforeseen events in the business or in the supply for which LacTec is not responsible and which have a considerable influence on the delivery of the object of sale, LacTec shall be entitled to reasonably postpone the delivery date or to withdraw from the contract insofar as it has not yet been executed. This shall also apply if LacTec is already in default of delivery at that time. LacTec shall inform the contractual partner of the beginning and end of such obstacles as soon as possible. The contractual partner may request LacTec to declare whether LacTec intends to withdraw or to deliver within a reasonable period of time. If LacTec does not declare its intention without delay, the contractual partner may withdraw from the contract. In this case, claims for damages shall be excluded. The above provisions shall apply accordingly to the contractual partner if the aforementioned obstacles occur at the contractual partner.

§ 5. Terms of Payment

1. invoices are due immediately. Discounts must be expressly agreed in writing. Checks and bills of exchange shall only be accepted upon separate agreement. Any additional costs incurred thereby (e.g. discount costs, protest costs) shall be borne by the contractual partner.

2. LacTec shall be entitled to invoice partial deliveries separately.

3. If the contractual partner is in default of payment, default interest in the amount of 8 percentage points above the base interest rate shall be owed. LacTec shall be entitled to claim a proven higher interest loss.

4. If the contractual partner is in default of payment of a claim arising from the business relations with LacTec, LacTec shall not be obliged to make further deliveries and shall furthermore be entitled to withdraw from the contract after prior reminder and to claim damages for non-

performance. Furthermore, in the event of default of payment, all claims of LacTec existing against the contractual partner shall become due.

5. The contractual partner may only set off its own undisputed or legally established claims against LacTec's due payment claims. The contractual partner may not refuse payment or assert a right of retention if it was aware of the defect or other reason for complaint on which the refusal of payment was based at the time of conclusion of the contract. This shall also apply if the contractual partner remained unaware of this circumstance due to gross negligence, but not if LacTec fraudulently concealed the circumstance or assumed a guarantee for the quality of the item.

§ 6. Right of Ownership

1. LacTec shall retain title to the goods until all claims arising from the business relationship have been paid in full. In the case of goods purchased by the contractual partner from LacTec within the scope of an ongoing business relationship, the retention of title shall apply until all claims against the contractual partner arising from the business relationship, including claims already established but not yet due, have been settled. This shall also apply if individual or all claims of LacTec have been included in a current account and the balance has been struck and accepted. If the contractual partner is in default of payment, LacTec shall be entitled to take back the goods after a reminder and the contractual partner shall be obliged to surrender the goods. If the goods are processed by the contractual partner in the ordinary course of business, the extended retention of title shall apply.

2. The contractual partner shall not be entitled to pledge the goods or to transfer ownership thereof by way of security. The contractual partner shall only be revocably authorized to resell, use or install the reserved goods in the ordinary course of business. The contractual partner shall immediately inform LacTec of any compulsory execution measures of third parties against the reserved goods or the assigned claims, handing over the documents necessary for the objection.

§ 7. Notice of Defects, Warranty and Liability

1. LacTec shall only assume liability for defects pursuant to § 433 para. 1 sentence 2 of the German Civil Code (BGB) as follows: The contractual partner must inspect the received goods for quantity and condition immediately upon receipt. Defects shall be reported immediately in accordance with §§ 377, 378 of the German Commercial Code (HGB) by written notification to LacTec stating the reasons. The reasonable period for giving notice of defects shall be 5 working days.

2. The warranty obligation shall require that the goods delivered by LacTec are properly installed by a recognized specialist company - taking into account the relevant standards and recognized rules of technology - and are used in exact compliance with the instructions.

3. The contractual partner shall be obligated to provide LacTec with the rejected object of sale or samples thereof for the purpose of examining the complaint. In case of culpable refusal, the warranty shall lapse.

4. In the event of justified complaints, LacTec shall be entitled to determine the type of subsequent performance (replacement delivery, rectification), taking into account the type of defect and the legitimate interests of the contractual partner. The warranty obligation shall expire if the defect that has occurred is causally related to improper modification, processing or other treatment. LacTec shall not be liable for damage resulting from use-related wear and tear of parts subject to natural wear and tear, excessive stress, inadequate maintenance, violent damage, non-observance of the operating instructions, incorrect use or incorrect operation, or circumstances lying outside the normal operating conditions. Of the direct costs arising from the rectification of defects or replacement delivery, LacTec shall bear the costs of the replacement part as well as the reasonable costs of removal and installation, insofar as the complaint is justified. Travel costs incurred in this respect shall only be borne by LacTec up to the legal or contractually agreed place of performance.

5. Claims for material defects shall become statute-barred after 12 months. This shall not apply if longer periods are prescribed by law.

§ 8 General limitation of liability

1. In the event of a negligent breach of duty by LacTec or its vicarious agents, claims for damages as well as claims for reimbursement of expenses of the contractual partner shall be excluded, irrespective of the legal grounds (in addition to contractual liability, in particular also from culpa in contrahendo as well as tortious liability). In particular, LacTec shall then not be liable for indirect damage, consequential damage caused by a defect, loss of profit or loss of production. This exclusion shall not apply if (I) essential contractual obligations are violated; (II) the breach of the contractual obligation would lead to a concrete danger to the life and health of the contractual partner, (III) LacTec has assumed a guarantee, or (IV) LacTec is compulsorily liable according to the Product Liability Act.

2. In the absence of gross negligence, LacTec's liability shall in any case be limited to the typically foreseeable insurable damage corresponding to the usual circumstances, to a maximum of € 2.5 million for property damage and € 2.5 million for personal injury.

§ 9. Data Storage

The contractual partner is informed that LacTec processes the personal data of the contractual partner received within the scope of or in connection with the business relationship in accordance with the Federal Data Protection Act.

§ 10. Other Provisions

1. If individual provisions of these General Terms and Conditions of Business and Delivery are or become invalid, this shall not affect the validity of the remaining provisions.

2. The place of performance for all obligations arising from the delivery transaction is 63110 Rodgau.

3. The relations between the parties shall be governed by German law. The validity of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. It is agreed that the courts at the registered office of LacTec shall have jurisdiction. However, LacTec shall be entitled to sue the contractual partner at its registered office. In this case, the legal dispute shall be decided according to the law applicable there. Counterclaims shall also be subject to the law according to which the action is decided.

4. The terms and conditions are valid as of December 2020.