

General Terms and Conditions of Sale

As of 29 June 2023

1. Scope

- 1.1. These General Terms and Conditions of Sale of Aplantis GmbH (hereinafter referred to as the „**Seller**“) apply to all contracts for the delivery of goods manufactured by Seller or merchandise which an entrepreneur within the meaning of sec.14 German Civil Code (BGB) (hereinafter referred to as the „**Customer**“) concludes with the Seller.
- 1.2. The Seller does not recognise conflicting or deviating general terms and conditions of the Customer unless the Seller expressly agrees to their validity in writing. These General Terms and Conditions of Sale shall also apply if the Seller, in the knowledge of terms and conditions of the Customer that conflict with or deviate from these General Terms and Conditions of Sale, carries out the delivery to the Customer without any special reservation.
- 1.3. The conditions stated in the offers and/or order confirmations of the Seller shall apply with priority.
- 1.4. These provisions shall not apply to consumers within the meaning of sec. 13 German Civil Code (BGB).

2. Offer and conclusion of contract

- 2.1. Seller's offers shall remain free, in particular with regard to information on quantities, packaging, prices and delivery times. Orders of the Customer shall only become binding for the Seller by a written order confirmation of the Seller or by delivery.
- 2.2. If the Seller mentions clauses of the Incoterms in his offers, the Incoterms 2020 shall apply. Unless otherwise agreed, in the Seller's offers „ex warehouse (EXW) 82362 Weilheim, Incoterms2020“ shall apply.

3. Prices and terms of payment

- 3.1. The prices quoted by the Seller are net prices „ex warehouse (EXW) 82362 Weilheim, Incoterms2020“ and do not include the statutory value added tax. Packaging and shipping costs, loading, insurance (in particular transport insurance), customs duties and taxes will be charged separately, if applicable.
- 3.2. Unless otherwise agreed, payments shall be made net cash no later than 14 days after the invoice date. Discounts may be deducted if they have been agreed in writing.

- 3.3. A payment shall be deemed to have been received as soon as the equivalent amount has been credited to one of the Seller's accounts.
- 3.4. From the 15th day after the invoice date, the Customer is in default without further reminder. In the event of default in payment, the Seller shall be entitled to interest on arrears in the amount of 9 percentage points above the respective base interest rate. The remaining statutory rights of the Seller in the event of a default in payment by the Customer shall remain unaffected. Insofar as claims are overdue, incoming payments shall first be credited against any costs and interest, then against the oldest claim.
- 3.5. The Customer may only offset his own claims against claims of the Seller and assert rights of retention if the claim or the Customer's rights of retention are either legally established, recognised by the Seller or the counterclaim is related to the goods invoiced. The Customer is free to assert excluded claims in court.
- 3.6. If the Customer is in default or if there is a significant deterioration in his financial circumstances, the Seller may demand immediate payment of all outstanding claims and obtain security for them. Furthermore, the Seller shall be entitled to make outstanding deliveries only against advance payment or provision of security if, after conclusion of the contract, the Seller becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the Customer and as a result the payment of Seller's outstanding claims against the Customer are jeopardised.
- 3.7. Should unforeseeable cost increases occur (e.g. currency fluctuations, unexpected price increases by suppliers, etc.), the Seller is entitled to pass on the price increase to the Customer. However, this shall only apply if the delivery is to be made later than four months after the conclusion of the contract as agreed.

4. Delivery and shipping conditions

- 4.1. The delivery of goods shall be made by dispatch to the delivery address specified by the Customer, unless otherwise agreed.
- 4.2. Unless the Seller expressly confirms them in writing as „fixed“, delivery periods are only approximate and do not constitute fixed dates.
- 4.3. In the event of a delay in delivery, the Customer shall grant the Seller a reasonable grace period of at least two weeks.
- 4.4. The Seller shall be entitled to make partial deliveries, provided that these concern at least 25 % of the order quantity. In the event of permissible partial deliveries, the Seller shall also be entitled to issue partial invoices.
- 4.5. In the case of contracts which include several deliveries over a contractually agreed period of time, in particular in the case of deliveries on call, each partial delivery shall be deemed to be a completed transaction. A defective or untimely partial delivery shall not affect the part of the contract not yet performed.
- 4.6. The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-delivery. This shall only apply in the event that the Seller is not responsible for the non-delivery and the Seller has concluded a specific covering transaction with the supplier with due diligence. The Seller

shall make all reasonable efforts to procure the goods. In the event of non-availability or only partial availability of the goods, the Customer will be informed immediately and the consideration will be refunded without delay.

- 4.7. The risk of accidental loss and accidental deterioration of the sold goods shall pass to the Customer as soon as the Seller has delivered the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. This also applies if the Seller bears the costs of transport. Transport insurance shall only be taken out at the special written request and for the account of the Customer.
- 4.8. In the event that the shipment of the goods to the Customer is delayed for reasons for which the Customer is responsible, the transfer of risk shall take place upon notification to the Customer that the goods are ready for shipment. Any storage costs incurred after the transfer of risk shall be borne by the Customer.

5. Force majeure

- 5.1. If the Seller is prevented from providing the service due to events of force majeure, i.e. impediments to performance through no fault of his own of more than 14 calendar days, the Seller shall inform the Customer in writing in good time. In this case, the Seller shall be entitled to postpone performance for the duration of the hindrance or to withdraw from the contract in whole or in part on account of the part of the contract that has not yet been fulfilled, insofar as the Seller has complied with the aforementioned duty to inform and has not assumed the performance risk. The following shall be deemed equivalent to force majeure: pandemics, epidemics, natural disasters, strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks for which the Seller is not responsible, operational hindrances for which the Seller is not responsible, e.g. due to fire, water and machine damage and all other hindrances which, viewed objectively, were not culpably caused by the Seller.
- 5.2. If a delivery or performance date or a delivery or performance period has been agreed as binding and if the agreed delivery or performance date or the agreed delivery or performance period is exceeded by more than four weeks as a result of events pursuant to Section 5.1 above or if, in the case of non-binding performance dates, it is objectively unreasonable for the Seller to adhere to the contract, the Seller shall be entitled to withdraw from the contract with respect to the part not yet performed. In this case, the Seller shall not be entitled to any further rights, in particular claims for damages.
- 5.3. In the event that the Seller is unable to provide its services on time due to a direct or indirect effect of the so-called COVID-19 pandemic and it is no longer possible to perform the contract in accordance with the rules, the Seller shall be entitled to either withdraw from the contract or postpone the date of performance without incurring any liability. For the avoidance of doubt, the Customer shall not be entitled to terminate the contract due to any delay caused directly or indirectly by the so-called COVID-19 pandemic.

6. Delay in performance at the request of the Customer

If shipment or delivery of the goods is delayed at the request of the Customer by more than one month

after notification of readiness for shipment, the Seller may charge the Customer a storage fee of 0.5% of the purchase price for each additional month or part thereof, but not more than a total of 5% of the purchase price. The contracting parties are at liberty to prove higher or lower damages.

7. Retention of title

- 7.1. The goods delivered by the Seller shall remain the property of the Seller until the purchase price has been paid in full.
- 7.2. If the Customer has paid the purchase price for the delivered goods, but other liabilities arising from the business relationship between the Seller and the Customer have not yet been settled in full, the Seller shall furthermore retain title to the delivered goods until all liabilities have been paid in full. This shall also apply if the Seller's individual claims are placed in a current account.
- 7.3. If the goods delivered by Seller are processed by the Customer, Seller shall be deemed to be the manufacturer and shall acquire direct ownership of the newly created goods. If the processing is carried out together with other materials, Seller shall immediately acquire co-ownership of the new goods in the ratio of the invoice value of the goods delivered by Seller to that of the other materials.
- 7.4. If the goods delivered by the Seller are combined or mixed with an item of the Customer in such a way that the item of the customer is to be regarded as the main item, it shall be deemed agreed that the Customer transfers co-ownership of the main item to the Seller in the ratio of the invoice value of the goods delivered by Seller to the invoice value (or, in the absence of such, to the market value) of the main item.
- 7.5. At the same time, it is agreed that the Customer shall keep safe, properly and diligently and insure the reserved property of the Seller and Seller's property as security as well as the sole ownership or co-ownership created pursuant to Sections 7.3 and 7.4, in each case under appropriate marking, at its own expense.
- 7.6. The Customer is entitled to resell the goods which are (co-)owned by Seller in the normal course of business as long as he fulfils his obligations from the business relationship with the Seller in due time. All claims arising from the sale of goods to which Seller has retained title are already assigned to Seller by the Customer at the time of the conclusion of the contract with Seller; if Seller has acquired co-ownership in the event of processing, combination or mixing, the assignment shall be made in the ratio of the value of the goods delivered by Seller under retention of title to the value of the goods sold by the Customer.
- 7.7. The Customer is not permitted to pledge the goods or assign them as security to third parties. In the event of pledges or other interventions by third parties in the reserved property of the Seller, the Customer shall notify the Seller immediately so that the Seller can protect its rights. Insofar as the third party is not in a position to reimburse the Seller for the judicial or extrajudicial costs of legal action, the Customer shall be liable for the loss incurred by the Seller.
- 7.8. At the Seller's request, the Customer shall provide all necessary information about the stock of goods owned by the Seller and about the claims assigned to the Seller. Likewise, at the request of the Seller, the Customer shall mark the goods owned/co-owned by the Seller as such and inform its Customers of the assignment.

- 7.9 In the event of default of payment by the Customer, the Customer shall no longer be entitled to resell or process the goods subject to our retention of title. He must immediately surrender them to the Seller, provide all information on securities and hand over the relevant documents. The costs of safeguarding the Seller's rights shall be borne by the Customer. The revocation of the right to sell or process the goods shall not in itself constitute a withdrawal from the contract. The right of the Seller to withdraw from the contract and to claim damages for non-performance shall remain unaffected.
- 7.10. If the value of the securities to which the Seller is entitled exceeds the claims to be secured by more than 20% in total, the Seller is obliged, at the written request of the Customer, to release securities to be selected by the Seller in the corresponding amount for the benefit of the Customer.
- 7.11. If the retention of title under the provisions of this Section 7.2 is not effective under the law of the country in whose territory the Seller's Products are located, the next effective legal security corresponding to the retention of title in that country shall to have been agreed. The Customer shall, if necessary, take all measures required to approve and maintain such a right.

8. Condition, obligation to examine and give notice of defects, claims for defects

- 8.1. Only the quality described in the Seller's order confirmation and in the respective specification shall be deemed to be the nominal quality of the Seller's goods. The Seller shall not assume any further warranty. However, the target quality does not represent any assurances of properties or a guarantee, unless expressly stipulated otherwise in writing.
- 8.2. Goods designated as „ merchandise „ are only traded by the Seller and have not been processed or manufactured by the Seller. A product sold as merchandise is delivered by the Seller in the same way as it is purchased by the Seller from the origin, the Seller assumes here exclusively a trader function. The quality parameters of such goods may differ from those of the Seller's own goods for sale, without the goods being defective for that reason.
- 8.3. The prerequisite for any warranty rights of the Customer is his proper fulfilment of all inspection and complaint obligations owed in accordance with § 377 HGB (German Commercial Code).
- 8.4. In the event of timely and justified complaints, the Customer's claims for defects shall initially be limited to replacement delivery or rectification of defects at the Seller's discretion. If a subsequent performance fails, the Seller may perform a further subsequent performance.
- 8.5. If the subsequent performance by the Seller fails, the Customer may reduce the purchase price or, at his option, withdraw from the purchase contract. Claims for damages according to Section 9 remain unaffected.

9. Liability

- 9.1. The Seller shall be liable to the Customer for simple negligence in the event of injury to life, body or health as well as obligations the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the Customer may regularly rely (essential contractual obligations).

- 9.2. Above this, the Seller is only liable for intent and gross negligence.
- 9.3. If the Seller violates an essential contractual obligation due to simple negligence, the liability is limited to the foreseeable damage typical for the contract.
- 9.4. Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- 9.5. The above liability provisions shall also apply with regard to the Seller's liability for its vicarious agents and legal representatives.
- 9.6. The limitation period for claims for defects is one year from delivery, unless mandatory statutory provisions provide for a longer limitation period. Limitation period in the case of supplier recourse pursuant to section 445a, 445b, 478 BGB (German Civil Code) shall remain unaffected; it shall be five years calculated from delivery of the defective item to the Customer.

10. Retention, assignmen

- 10.1. Rights of retention and rights to refuse performance on the part of the Customer are excluded unless the Seller does not dispute the underlying counterclaims or these have been legally established.
- 10.2. An assignment of claims from the contract concluded with the Customer by the Customer, in particular an assignment of any claims for defects of the Customer, is excluded.

11. Form, Applicable Law, Place of Jurisdiction Place of Performance, Partial Invalidity

- 11.1. Unless otherwise expressly stipulated in these General Terms and Conditions of Sale, the offers or order confirmations of the Seller, all declarations within the scope of the business relationship with the Customer must be made in writing (section 126 BGB (German Civil Code)). The written form shall be complied with by observing the electronic form (section 126 a (German Civil Code)) or the text form section 126b BGB (German Civil Code)), unless the electronic form and the text form are expressly excluded in these General Terms and Conditions of Sale, the offers or order confirmations of the Seller. All legal relations between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 11.2. If the Customer is a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this contract shall be the place of business of the Seller. If the Customer is domiciled outside the territory of the Federal Republic of Germany, the Seller's place of business shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the Customer's professional or commercial activity. In the aforementioned cases, however, the Seller shall in any case be entitled to invoke the court at the Customer's place of business.

11.3. Place of performance is 82362 Weilheim.

11.4. The invalidity of individual provisions of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.