

Spenner GmbH & Co. KG General Sales and Delivery Terms and Conditions

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The following General Sales and Delivery Terms and Conditions shall exclusively govern the sale and delivery of our products. This shall also be the case if we do not make express reference to these Terms in future Contracts, unless the Buyer is a consumer as defined in § 13 BGB (German Civil Code). Purchasing Terms and Conditions of the Buyer, which we refute herewith, shall not bind us in any way if we do not expressly object to them. Orders placed shall be deemed expressions of consent to the following Terms and Conditions. Terms of the Buyer specified on order sheets of the Buyer, which are in conflict with our Terms and Conditions or statutory provisions in part or in full, are hereby refuted. Changes to our General Sales and Delivery Terms and Conditions shall be effective only if they have been agreed upon in writing and if such a written agreement clearly indicates the provisions that have been modified. In the event of doubt, a modification of the General Sales and Delivery Terms and Conditions shall be deemed unintended.

I. Execution of the Contract

Our quotations shall be subject to change and non-binding upon our company unless otherwise agreed upon or if the delivery or service has already been carried out. Verbal agreements as well as conflicting specifications in purchase orders shall be binding upon our company only if we have confirmed them in writing.

Unless otherwise agreed upon, the basis for our quotations and acceptance declarations shall be the generally binding construction material standards, directive, and statutory provisions in their respectively effective versions on the date the quotation or acceptance declaration is submitted.

It shall be Buyer's sole responsibility to choose the correct and complete type and volume of the construction materials to be delivered, considering Buyer's intended purpose of use and processing conditions.

II. Subject Matter of the Contract and Delivery

The subject matter of the contract shall be the merchandise specified in the purchase order.

1. Buyer shall order the merchandise in writing in a manner that is timely enough that its delivery by the due date is ensured. In special cases and upon our request, a delivery schedule shall be agreed upon with our company. If Buyer should call in deliveries via phone, we shall be authorized to deliver; however, in the event of doubt, the written time of delivery, quantity, type and delivery location we have recorded shall apply in such cases. Buyer shall be liable for the consequences of incorrect or incomplete information provided when calling in orders.

2. We shall be authorized to choose the mode of transportation and to fully utilize the loading capacity unless otherwise agreed upon.

3. Deliveries of loose bulk merchandise shall as a rule only be carried out by way of full capacity load utilization of the respective mode of transportation.

4. Buyer shall assume the following obligations:

4.1 In the purchase order, Buyer shall specify the delivery destination and address of the recipient (prerequisite for any freight credits). Buyer shall promptly notify us of any scheduling changes.

4.2 Buyer shall make the provisions set forth in Sections 4.1, 5.1, 5.2 and 6. Express components of Buyer's contracts with customers. Any breach of these obligations shall release our company from further delivery obligations. Moreover, we shall have the right to charge retroactive freight costs. We reserve the right to claim other damage compensation. If the breach of any of the above obligations the Buyer is liable for should not be equivalent to the amount of freight our company is entitled to, a contractual penalty equivalent to ten

times the discrepancy amount shall be due in addition to the aforementioned entitlements. However, the minimum amount due shall be EUR 200.- per load. If the Buyer should make scheduling changes after an order has been called in, Buyer shall absorb any costs incurred as a result.

5. Delivery shall be carried out by vehicles commissioned by us or the merchandise shall be picked up by Buyer.

5.1 To prepare for delivery, Buyer shall ensure that the vehicles carrying out the overland transport have access to the unloading location on a well-tended driveway, without any obstacles or dangers and can unload without having to wait and that they can leave the unloading location in the same fashion. This requires a roadway that is sufficiently paved and accessible by heavy trucks (weighing up to 40 tons) without any hindrances. Buyer shall ensure that the roadway is at least 4 m wide and offers a clearance of at least 4 m (also in the event of underpasses). The unloading dock must be sufficiently lighted and in compliance with the statutory provisions, the driveway must be passable without any hindrances and the operator of the vehicle must be directed by an authorized individual as far as the local conditions at the construction site / unloading locations at the latest when entering the driveway to the construction site / unloading location. Moreover, Buyer shall ensure that an authorized individual that will accept the goods, weighing card, verifies that the seals are not broken, provides information on the silos, containers, or other unloading location to be filled and is available to sign the delivery note and that a silo area is available for filling when loose bulk merchandise is delivered. If these requirements should not be met, the Buyer shall be held liable for resulting damages, unless Buyer or Buyer's agent are not responsible for the non-existence of these requirements. The burden of proof for this fact shall be upon the Buyer. The authorized individual shall be the one that directs the vehicle.

If necessary, Buyer shall, in due time and at Buyer's expense, apply for and procure the road and pedestrian walkway blockades as well as other government agency issued permits for the use of the access and unloading areas and shall share all pertinent information with our company and, if necessary, make the aforementioned available to us without having to be prompted to do so and in due time. Buyer shall be responsible for the removal of all spillages caused during and after unloading.

Any breach of these obligations shall entitle our company to rescind from the entire or part of the Contract and to charge the freight costs incurred for the transported by not deliverable goods for both, the drive to and from the destination as well as any disposal costs incurred.

5.2 If Buyer should pick up the goods, the following terms shall apply: The technical equipment of the vehicles deployed to pick up the goods shall be suitable for the transportation of the goods and aligned with the loading systems.

Expert personnel shall make pick-ups only; such staff shall wear the personal protective gear required for the respective merchandise (PSE). Pick-ups shall be scheduled during our standard loading times subject to presentation of the agreed-upon pick-up instructions of the Buyer and designation of the name of the recipient. The pick-up agent or recipient shall not be entitled to timely delivery if the deployed pick-up vehicle breaks down for any reason.

Buyer or Buyer's commissioned third-party agent shall be solely responsible for compliance with the existing provisions concerning the proper securing of loads.

When picking up goods, Buyer shall comply with our loading terms and conditions. In any event, the pick-up agent and recipient shall observe the directions on site during the pick-up process.

The pick-up agent shall confirm the acceptance of the goods and compliance with the provisions on the delivery and pick-up notes by signing the documents.

6. If the Buyer should be an entrepreneur/a business, the individuals signing the delivery note shall be considered holding power of attorney for the acceptance of the delivery and to confirm receipt on behalf of the Buyer vis-à-vis our company and our delivery directory / assortment directory as well as our pick-up terms and the parameters of the delivery note shall be deemed accepted by way of execution. In the event of acceptance refusal, late, delay or otherwise improper acceptance, the Buyer, Buyer's obligation to pay the purchase price notwithstanding, shall compensate us, unless Buyer is not responsible for the refusal, tardiness, or other improper acceptance. In the event of pick-up at the plant, entrepreneurs/businesses shall be liable regardless of whether they must stand in for others. Multiple Buyers shall assume liability as all-and-several debtors for the

proper acceptance of the merchandise and payment of the purchase price. We shall perform vis-à-vis all of these Buyers and with effect vis-à-vis all of them. All Buyers shall give each other power of attorney to accept our legally binding declarations related to the sale. Our obligation to delivery shall be suspended if the Buyer is in default with a liability.

III. Delivery Time

1. All efforts made to comply with delivery dates notwithstanding, our delivery date commitments shall be non-binding.
2. If a delivery should be delayed, the Buyer shall have the option to set a reasonable remedial period in writing. Upon expiration of the remedial period, Buyer shall have the right to rescind from the Contract by making a written declaration (§ 323 BGB). If permitted by law, all other claims shall be excluded. If circumstances we are not responsible for should make the performance of the accepted purchase orders or difficult or delay their execution, we shall have the right to defer the delivery / delivery of the balance by the duration of the hindrance. If we should be unable to deliver / deliver the balance as defined in § 275 BGB, the entitlement to compensatory action shall be null and void pursuant to § 326 BGB and in this case, we shall have the option to rescind from the entire or part of the Contract. We reserve the right to apply § 326 Sect. 2 to 5 BGB. Grounds as defined in Article IV. shall not be our responsibility.
3. The respective effective loading and call-in times shall be published on our website or by circular letter. The loading of vehicles shall take place during the loading hours on a first come first serve basis on par with the arrival of the vehicles. Compensation for waiting times shall not be paid.
4. If the delivery times requested by the Buyer should be in conflict with the delivery times we offer, the day of delivery shall be deemed agreed upon in the acceptance process.

IV. Force Majeure

If the occurrence of acts of force majeure at our operations or at one of our vendor's operations should prevent us from meeting our obligations, the delivery time shall be reasonably extended. Acts of force majeure shall also include for instance government agency interventions, transportation problems, operational problems, delays in raw and operating materials deliveries, any form of labor dispute and other circumstances (political, economic or natural) and other incidents that occur at our end, at our vendors' end or in third party operations upon which the continuation of our operation is contingent and that we cannot prevent even if we apply the due diligence we are required to apply to our own actions. If delivery should be or become impossible (objectively or subjectively), we shall be released from our obligation to deliver.

In all of the above cases, Buyer shall not be eligible for any compensation for damages or other rights. The Buyer may, however, demand a declaration from us to determine whether we prefer to rescind from the Contract or deliver within a reasonable period of time. If we fail to make such a declaration, Buyer shall have the option to rescind from the Contract.

V. Pricing and Freight Costs

1. Our prices are subject to change. In the absence of other written pricing agreements, the price ex factory, plus freight, insurance and applicable value added tax published by us and in effect on the delivery date shall apply. If self-pick-up should be agreed upon with the Buyer and if Buyer should prepay any freight, we shall reimburse to Buyer the portion of the freight we have calculated to be ours. In the event of partial loads, we shall have the option to compensate only pro-rated freight amounts. For deliveries that do not utilize the full capacity or usage volume of the respective modes of transportation, we may charge a reasonable surcharge. Costs for freight records and stamps, customs' clearance fees and border processing costs, local surcharges, and other special costs, shall be borne by the Buyer. If our costs should increase in the period between the submission of our quotation or the acceptance of the order by the Buyer and its execution, in particular for bricks, freight, energy and wages, we shall have the right, our quotation and order confirmation notwithstanding, to adjust our sales price accordingly.

This shall not apply to deliveries to consumers made within 4 months after the execution of the Contract outside of a permanent debtor relationship.

2. Surcharges for deliveries of incomplete loads, on roadways or construction sites that do not allow for normal driving and in cases where it is not possible to promptly unload upon arrival and for deliveries made outside regular business hours or during the cold season, shall be billed separately. Principally, our invoices are due for immediate payment and shall be subject to payment upon receipt without any deductions. Exceptions shall be subject to prior written agreements.

3. If trade clauses are agreed upon, they shall be governed by the Incoterms 2000 unless agreements to the contrary have been made in writing.

VI. Discounts / Reimbursements

Trade discounts / reimbursements agreed upon in writing shall be considered performance compensation for all expenditures and risks of the Buyer in the interest of selling our goods within the scope of fair competition; in particular for advertising, expert consulting and proper servicing of customers, the maintenance of reasonable warehousing facilities and for compliance with our sales and delivery terms and conditions. Non-fulfillment of one of these services shall render us eligible to deny the promised discount/reimbursement. Discounts and reimbursements shall be granted only for the quantities purchase from us that have been paid for.

VII. Risk Transfer

The risk of accidental loss and accidental decline of goods delivered by us as well as the burdens shall transfer from our company to the Buyer upon delivery outside of the boundaries of our plant, as soon as we have handed over the goods to the logistics enterprise, freight forwarder or any other entity entrusted with the delivery and no later than upon crossing of the boundaries between the exit from our plant and the adjacent roadway or driveway. In the event of pick-up at the plant, the risk of accidental loss and accidental decline of the delivered goods and the burdens shall transfer to the Buyer at the time the goods leave the loading equipment (e.g. dock equipment, forklift). We shall not assume any liability for damages caused by soiled or improper vehicles or loading equipment. Logistics companies and freight forwarders commissioned by our company or any other entities entrusted with the shipment of goods shall not be considered our agents. In any event, Buyer may, if any transportation damages should arise, demand that we assign any entitlements generated in this context to Buyer for reimbursement of such damages. In deviation from the aforementioned provisions, the provisions of § 446 BGB shall apply if a consumer purchased the goods.

VIII. Deficiencies and Deficiency Claims

We shall assume warranties/Gewährleistung in the event of volume shortages, deficiencies, or incorrect deliveries in compliance with the following provisions, unless they are in conflict with statutory provisions:

1. Weight-related claims may be filed only within 3 business days based on an official weight check. The determining factor for loose bulk goods shall be the weight determined by the plant; for packaged goods (gross for net) it shall be the weight printed on the packaging. Deviations of up to 2% may not be claimed for packaged goods.

2. The quality of our products shall be designated based on the respective applicable technical standards of the respective recipient country and the official provisions. They are subject to in-plant quality checks and are also quality audited by a government accredited institution if they bear the respective seal of approval.

We deliver chromate-reduced cement or dry mortar. However, for silo-stored goods, the effectiveness of this chromate-reduction does not exceed 2 months; 6 months for bagged materials as well as dry mortar products. The effective time for bagged goods always begins on the production date (bagging date) or on the loading date for silo-stored goods and is contingent upon proper and dry storage by the Buyer.

3. If defects or incorrect deliveries are detected, they shall be reported promptly along with information on the type of goods, type and extent of the defect, delivery note numbers, mode of transportation and storage location. The burden of proof that the goods have been properly treated and processed shall be upon the Buyer.

Goods for which claims have been raised must not be processed and must be properly stored, inventoried, and made available to us upon request until the subject matter has been clarified.

4. The condition of the goods and components or structures, into which the goods are installed, does not only depend on the quality of the delivered goods, but also on other factors that have an impact on quality, such as the processing of the materials and exterior conditions (e.g. temperature). Hence, it is not possible to arrive at definitive conclusions as to the properties of the delivered goods upon risk transfer from the condition of the components or structures, into which the delivered goods have been installed. Consequently, to maintain any warranty/Gewährleistung compensation entitlements, the Buyer or Buyer's customer shall take samples of all of our deliveries immediately upon arrival of the delivery vehicle in the presence of an impartial individual and shall subsequently conduct technical audits in compliance with the binding technical standards and shall make the results of these audits available to us in the event of filing a deficiency report. The samples shall be taken in compliance with the following provisions:

4.1 Buyer or Buyer's customer shall take a sample of every delivery. In the event of larger volume deliveries, a separate average sample shall be taken for each batch of 250 tons.

4.2 The total sample weight shall be at least 5 kg. If the goods consist of loose bulk product, the sample shall be taken from the top filler opening of the vehicle. If the goods are packaged, the samples shall consist of partial samples weighing 1 – 2 kg, which shall be combined into an average sample weighing a total of around 5 kg. The material shall be carefully blended; the partial samples shall be taken from the center of the filled bag from 5 bags that were unopened and did not have any holes until that point in time.

4.3 Samples shall be filled into airtight containers right away and shall be marked in such a manner that they cannot be confused with others. The following information shall be provided: Day and time of delivery, exact description of the type of material, day and time the sample was taken, location and type of storage as well as delivery note number.

4.4 Upon request, Buyer shall undertake to provide us with a sufficient portion (no less than 2 kg) of the above samples for in-house testing purposes.

4.5 In the event of disputes concerning the condition of the samples taken in compliance with 4.1 – 4.4, the respective third-party auditor shall determine the condition; in all other cases the decision shall be made by a testing institute accredited by the Institute for Construction Technology.

4.6 Samples of goods that were generated in the absence of compliance with the abovementioned provisions shall not be accepted since it cannot be ruled out that the technical properties of the goods have changed post risk transfer, e.g. as a result of contamination, mixing, improper or excessively long storage, improper or incorrect processing.

4.7 If a sample of the goods as described above should not be available, the assessment of the delivered goods shall be presumed to be in compliance with the results that were determined during the goods quality monitoring process or the quality check.

4.8 If other evidence should be used, any additional costs shall be for Buyer's account, even if the deficiency complaint is justified.

5. If the transaction should constitute a consumption goods sale, our company shall undertake to prove within the time limit after the occurrence of a deficiency set forth in § 476 BGB that the goods did not have this deficiency at the time of risk transfer, unless this presumption cannot be reconciled with the type of product or the deficiency. The burden of proof for the latter shall be upon our company.

6. In the event of a deficiency, the Buyer's initial option shall be to demand remedial fulfillment. If the Buyer is an entrepreneur/a business, we shall take remedial action only by delivering goods that are free of deficiencies. Failure to remedy retroactively shall result in Buyer having the option to either reduce the amount owed or to rescind from the Contract. If Buyer, upon failure to retroactively remedy, should rescind from the Contract or demand a reduction, Buyer shall not be entitled to any further compensation for damages on the grounds of the deficiency.

We shall not assume any liability for damages that are not typical or that are unforeseeable or those that Buyer can control; unless the Buyer is a consumer.

Our liability shall be limited to contract typical, foreseeable damages. However, if we assume liability, it shall be limited to an amount not to exceed EUR 5 million, unless we are grossly culpable or required to assume liability for grossly culpable acts of our agents.

The above liability limit(s) or exclusion shall not apply to damages that have verifiably led to the loss of life, personal injury, health damages or in the event of intentional and grossly negligent acts of our company or of our legal representatives or executives that resulted in such damages or in the event of tort claims. However, our liability shall be limited to an amount not to exceed EUR 5 million in the event of acts of intent and negligence of other agents or in the event of minor neglect.

A special guarantee that would result in rights beyond the conditions specified above shall not be assumed or assured (§§ 443, 477 BGB). If the Buyer is an entrepreneur or business, in particular a dealer, the sale shall not constitute a consumption goods sale, which is why the applicability of § 478 BGB shall be excluded. If we issued a written consent notice for a consumption good sale, the Buyer shall waive Buyer's rights arising from § 478 BGB, if Buyer has been granted a lump-sum discount of at least 5% pursuant to Article VI.

7. Any other damage compensation claims of the Buyer vis-à-vis our company, our fulfillment and other agents, regardless of the legal grounds and in particular based on the grounds of breach of a contractual obligation, as a result of culpability in connection with contractual negotiations or non-contractual liability shall be excluded, unless the damages are the result of intentional or grossly negligent breaches of duty by our company, one of our statutory representatives or agents or the result of a defect we have intentionally concealed or a breach of cardinal contractual obligation or results in the loss of life, personal injury or health damages, whereby our liability in these cases shall be limited to compensation for typical, foreseeable damages.

The above liability limitations shall not be applicable if we have maliciously failed to disclose a defect or assume a warranty/Gewährleistung for the condition of the goods or to entitlements of the Buyer pursuant to the Product Liability Act.

8. The statute of limitations for claims due to deficiencies or damages inherent in goods delivered by us shall be 5 years as of the delivery of the goods to Buyer. If Buyer, for the structure to be erected by Buyer, has integrated the VOB/B in the version in effect at the time of the execution of the Contract without any deviations and thus effectively agreed upon the statute of limitations pursuant to § 13 Sect. 4 VOB/B, this statute of limitations shall also apply vis-à-vis our company, if permissible by law. In both cases, this shall be contingent upon the goods we have delivered having been processed for a structure in compliance with its usual purpose of use and that the Buyer has chosen the suitable goods in accordance with the purpose of use and that the Buyer has taken into account the specifications for the purpose of use. Other conditions are that the storage and processing of the goods (in particular the processing temperature and times) have been observed and that the goods have caused the deficiency of the structure/final product. In particular, the aforementioned shall be contingent upon the Buyer having processed the goods delivered in bags on palettes within the period stipulated after the packaging date or, if the goods were delivered by us as loose bulk goods and interim-stored by the Buyer or Buyer's customer as cement in a silo, have been properly processed within 2 months in compliance with the general technical rules after having been properly stored in a dry environment. If Buyer should have altered the delivered goods by adding other product or in any other way, Buyer shall not be entitled to warranty/Gewährleistung coverage, unless Buyer proves that the modification of the composition did not cause the deficiency of the product. We shall not assume liability for deficiencies if the goods have not been properly stored within the timeframe stipulated by us or within the technically required time period and if they have been further processed thereafter. Any further processing of goods for which claims have been filed shall not be permitted.

IX. Payment Terms

1. Principally, our invoices shall be due on the day of issuance and shall be payable at the latest by the due date specified in the invoice without any deductions. Cash discounts based on the rates in effect after the date of delivery shall be granted only subject to prior written agreement to that effect and only if all previous due invoices have been paid. Discounts on the freight portion included in the prepaid freight price shall not be granted. The amount eligible for a discount shall be specified in our invoices.

Any collateral rights and fulfillment obligations the Buyer has transferred to us or entered shall be without prejudice to the due date of our accounts receivable. Moreover, we shall not be under any obligation to satisfy

any dues owed to us in advance from the collateral rights or fulfillment obligations prior to demanding payment of our accounts receivable from the Buyer. If automatic account debiting has been agreed upon, Buyer shall undertake to keep the respective funds in the pertinent bank account and to consent to the debiting of the account.

2. If the agreed upon payment due date should be exceeded, Buyer shall be in default without further notice. In this case, we shall have the right to bill late payment interest in the amount of five percent above the prime rate (if Buyer is a company, eight percent). Moreover, all of our accounts receivable, regardless of any deferrals granted, shall be due for immediate payment. Moreover, we shall have the right to refuse to fulfill the entire Contract or the balance of the Contract and to demand compensation for damages on the grounds of non-fulfillment.

3. Checks and debit charges to an account shall not be considered payments until they have been honored by the target bank and credited to our bank account. Other costs shall be for Buyer's account. If payment is made by bank transfer, the bill shall be deemed paid once the amount is credited to our bank account.

4. Accounts receivable, entitlements, objections – regardless of the type – and/or any offsetting against counter demands, accounts receivable and rights of any kind, may be claimed by Buyer as credits against our accounts receivable or shall be available to Buyer only, if they have been accepted in writing or found to be legally effective by a court of law. Buyer shall not be permitted to exercise any withholding rights from previous or other transactions in the ongoing business relationship.

5. We shall have the option to demand collateral from the Buyer for our accounts receivable due from Buyer at any time. In the event that Buyer should refuse to provide the demanded collateral, we shall have the option to rescind from the Contract. We shall have the right to offset any accounts receivable, regardless of the type, against any demands of the Buyer, the former is entitled to from us and from any companies affiliated with our company pursuant to § 15 AktG. This shall also apply if the accounts receivable should have different due dates. Companies affiliated with our group of companies are the Spenner Zementwerk Berlin GmbH & Co. KG as well as the Spenner Herkules Rhein-Ruhr GmbH & Co. KG.

6. In the event that the Buyer should be in default as far as the fulfillment of Buyer's liabilities vis-à-vis our company are concerned, or should be late paying accounts receivable, have suspended making payments to us or should end up in excessive debit, if Buyer's assets should become the target of initiated settlement or bankruptcy proceedings or if the initiation of such proceedings should be denied due to lack of assets, or if the asset ratio of the Buyer should decline so significantly that our entitlements or any entitlement of a company affiliated with us pursuant to § 15 AktG that is concretely specified in the above Section 5 due from the Buyer are at risk or if circumstances become known that render the creditworthiness of the Buyer and Buyer's solvency questionable and in particular if our credit insurance company should terminate or deny coverage for the Buyer or if the Seller should become aware of circumstances that render the financial security and enforceability of Seller's payment demands questionable, or if the Buyer has made false or incomplete statements during the contractual negotiations or during the performance of the Contract with regard to Buyer's asset situation or if the Buyer has set off accounts receivable that have not been classified as legally effective by a court of law against our accounts receivable or the accounts of receivable due from Buyer to a company affiliated with us pursuant to § 15 AktG (see above Section 5), we shall have the right to deny services, make further deliveries contingent upon advance payment or provision of collateral and / or demand compensation for damages on the grounds of non-fulfillment pursuant to the statutory provisions and / or rescind from the Contract. If the Buyer should be late or in default of payment of accounts receivable, we shall have the right to revoke any granted discounts or other benefits. The Buyer shall not be entitled to any compensation for damages in these cases.

Moreover, until payment for the goods has been made in full, we shall have the option to prohibit the resale and processing of the goods; we shall have the option to demand the return of the goods or the transfer of direct possession of the goods at Buyer's expense and revoke the authorization to debit the bank account (pursuant to above Section 1). In these cases, we or our agents shall be authorized to enter Buyer's operation to seize the delivered goods.

7. If the Buyer is an entrepreneur or a business and if Buyer's fulfillment performance should not be sufficient to satisfy all of our demands, we shall determine the debt the payment shall be credit against, even if it is made against current amounts due, whereby we shall give first priority to those debts among multiple debts that offer

the least amount of collateral and among multiple equally collateralized debts, the debt that has been due the longest or, in the event that all debts have been due for equal periods of time, we shall apply the payment in a pro-rated manner to each debt.

X. Title Retention and Assignment of Collateral (Collateral Rights)

1. Until all of our purchase price demands and related ancillary demands (e.g. interest) have been met in full, title to the delivered goods shall be retained by our company. If the Buyer is an entrepreneur or a business, title to the delivered goods shall be retained by us until all demands due to us from the Buyer have been met. The Buyer shall not be permitted to pledge or transfer our goods as collateral. However, Buyer shall be authorized to resell or process our goods as part of standard business transactions, unless Buyer has already effectively transferred to a third party the entitlement due from any contracting party in advance or has entered into an assignment prohibition with the contracting party.

2. Any processing our goods by the Buyer that results in the creation of a new, mobile asset shall be performed on our behalf with effect for us, without our company entering into any liabilities as a result. We herewith grant the Buyer co-ownership in the new asset based on the ratio of the value of the new asset and our goods (see Sect. 9 below). In the event that Buyer, as a result of the connection, blending or mixing of our goods with other mobile matter should become the sole or co-owner of a uniform new asset, Buyer herewith assigns to us as collateral for the fulfillment of the demands listed in above Section 1 this ownership title at the ratio of the value of our goods (see Section 9) and the value of the other materials. Our co-ownership shall remain effective until all of our demands pursuant to above Section 1 have been met. In the event of the resale of our goods or of the new assets made from / with our goods, Buyer shall undertake to give Buyer's customers written notice of our ownership title.

3. As collateral for the fulfillment of our demands (pursuant to above Section 1), Buyer herewith assigns to us all future accounts receivable generated from the resale, processing, or utilization of our goods along with all ancillary rights equivalent to the value of our goods (see Sect. 9), giving it priority over all other accounts receivable due from Buyer to any other party.

4. In the event that Buyer should sell our goods along with other goods that do not belong to us or as new items made from our goods or if Buyer should combine or blend our goods with a third party land parcel or a third party mobile object and if Buyer should generate accounts receivable as a result, which also covers Buyer's other dues, Buyer herewith assigns this account receivable and all related rights to us in an amount equivalent to the value of our goods (pursuant to Sect. 9) as collateral for the satisfaction of our accounts receivable (see above Sect. 1), granting our collateral priority over the remaining portion of Buyer's dues. The same shall apply to the same extent to any other of Buyer's rights to the granting of collateral pursuant to §§ 648, 648a BGB based on the processing of our goods and in an amount equivalent to all of our pending demands. We herewith accept the assignment declarations made by Buyer. Upon request, Buyer shall document the existence of these accounts receivable in detail and shall make subsequent buyers aware of the assignment with the instruction to pay to our company the amounts up to our entitlements due to us pursuant to above Sect. 1. We shall have the right to notify subsequent buyers of the assignment as well and to collect the accounts receivable. We shall not exercise the rights we have pursuant to these Sentences 4 and 5 and shall not collect the accounts receivable as long as the Buyer duly meets Buyer's payment obligations.

5. In the event that the Buyer should collect accounts receivable assigned to us, Buyer herewith assigns any balance accounts receivable in the amount of these portions of accounts receivable to us with priority of any other residual amounts. This shall be without prejudice to our entitlement to the release of the collected amounts to us.

6. Buyer shall not be permitted to assign to third parties or attach or enter into assignment prohibitions with subsequent buyers with regard to Buyer's accounts receivable due from subsequent buyers equivalent to the value of our goods (ref. Sect. 9).

7. Buyer shall keep in Buyer's custody all objects we hold title or co-title to with commercial due diligence and free of charge. Buyer shall promptly notify us of any attachments made or any other impairments of our rights by third parties and any loss of the objects as well as domicile or company name modifications. Buyer shall

hand over to us any documentation required for an intervention and shall cover any intervention costs that cannot be collected from third parties.

8. If the account is current, collateral provided to us shall be used to collateralize the balance due to us.

9. The term “value of our goods” as used in the above Article X refers to the total amount of the gross purchased price stipulated in our invoice plus 20 %.

10. Upon Buyer’s request we shall release any amount of collateral that exceeds the value of our accounts receivable by 20 %.

XI. Place of Fulfillment – Place of Jurisdiction – Severance Clause

1. The place of fulfillment for deliveries shall be the location of risk transfer (VII.). The place of fulfillment for all other rights and obligations shall be Erwitte, Germany. The contractual relationship shall be governed by the laws of the FRG, subject to the exclusion of the UN Convention on the International Sale of Goods.

2. The place of jurisdiction for all entitlements arising from the contractual relationship and litigation with business professionals, legal entities under public law or public-law-based special entities, including checking and document proceedings, shall be Seller’s domicile. For a litigation value of up to EUR 5,000 this shall be the competent Labor Court Lippstadt and for litigation values starting at EUR 5,000.01, the District Court Paderborn.

This Court shall also be deemed to have jurisdiction if one party to the Contract relocates its place of domicile or residence from the Federal Republic of Germany or if one party’s place or domicile or residence is unknown. This shall also apply in case that contracts have been made with individuals who are not business professionals if claims are raised through court enforced collection proceedings (§§ 688 et seq. ZPO). In the latter case, the Circuit Court Lippstadt shall be the locally competent court.

3. If one of the provisions in these Terms and Conditions should be partially or entirely legally ineffective or unenforceable for any reason whatsoever, this shall not affect the effectiveness of the remaining provisions.

The same shall apply if it should be determined that these General Sales and Delivery Terms and Conditions should contain an omission. In lieu of the ineffective and unenforceable conditions or to bridge any gaps, a provision shall be in effect that – to the extent that this is possible under applicable laws – meets the intentions of the Buyer and our company or fulfills the purpose and intentions of the Contract as closely as possible, if the subject matter had been considered when executing the Contract or when inserting it later.

XII. Data Privacy

Buyer is herewith made aware of the fact that personal data (name, address, billing data) may be stored, processed and transferred to credit reporting agencies in compliance with the statutory provisions.

In this context, we shall also report data concerning the contract compliant or non-compliant processing of the contractual relationship we enter into with the Buyer to pertinent Credit reporting agencies.

XIII. Safety Data Sheet Pursuant to the REACH Directive

If Directive (EU) No. 1907/2006 of the European Parliament and Council of 12/18/2006 (REACH Directive) in its latest version should apply to the goods delivered, Buyer herewith consents to access the respective Safety Data Sheets on our website “<https://www.spenner-zement.de/>.”

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