

General Terms of Lease

of Söhner Kunststofftechnik GmbH (Söhner KT)

§ 1 Scope, form

(1) These General Terms of Lease (GTL) shall apply to all business relations between the Lessor and their customers ("Lessees"). The GTL shall only apply if the Lessee is a business (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTL shall apply to lease agreements regarding the leasing of movable property ("Leased property"). Unless otherwise agreed, the GTL, in the version valid at the time the lease agreement is concluded or, in any case, in the version last shared with the Lessee in written form (no signature required), shall also apply as a general agreement for similar future lease agreements, without the Lessor having to refer to them again in each individual case.

(3) These GTL apply in exclusivity. Any deviating, conflicting or supplementary general terms and conditions of the Lessee shall only become part of the agreement if and to the extent that the Lessor has expressly consented to their validity in writing. This requirement for consent shall always apply, including, for example, if the Lessee refers to their general terms and conditions and the Lessor does not expressly object thereto.

(4) Individual arrangements made in written lease agreements shall take precedence over these GTL.

(5) Any announcements or declarations with legal relevance made by the Lessee with regard to the lease agreement (e.g. setting deadlines, reporting defects or reducing the price) must be made in writing. Written form within the meaning of these GTL includes the written form both with and without a signature (e.g. letter, email). Legal format requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the applicability of legal provisions are for clarification purposes only. Legal provisions shall still apply even without such clarification, unless they are directly amended or expressly excluded in these GTL.

§ 2 Conclusion of the agreement

(1) The leased property described on the Lessor's website or in their brochures, or the information in their non-binding price calculation or non-binding quote, do not constitute a binding offer on the part of the Lessor, but are subject to change. The same applies to information on suitability for use, with particular regard to information on performance. Information provided by the Lessor regarding the leased property or its intended use shall only constitute non-binding descriptions or designations and not guarantees of quality in the legal sense.

(2) The agreement between the Lessor and Lessee shall be concluded exclusively by means of a written lease agreement.

§ 3 Lease term

(1) Unless otherwise agreed in the lease agreement, the lease term begins with the handover of the leased property to the Lessee and runs for an indefinite period lasting at least three months. In this case, the lease agreement can be terminated with 14 days' notice to the end of a calendar month, subject to the minimum lease term. Arrangements regarding lease term laid down in the lease agreement shall take precedence over this rule.

(2) Either party may terminate the lease agreement without notice for good cause.

Good cause for the Lessor terminating without notice exists, in particular, if

a) the Lessee, despite a written warning from the Lessor, continues to use the leased property in breach of the agreement, in a way that infringes the rights of the Lessor and not only negligibly, in particular if

they jeopardise the leased property through inappropriate use or neglect of the duty of care incumbent upon them, or

b) the Lessee otherwise fails to fulfil their obligations under the lease agreement despite a written warning and infringes the Lessor's rights to a more than minor extent,

c) the Lessee is more than five weeks in arrears with the payment of a full monthly lease instalment,

d) the requirements of § 5, paragraph 3 are met or

e) there is such a significant deterioration in the Lessee's financial circumstances that the punctual fulfilment of the Lessee's obligation appears to be at risk. After an application for the opening of insolvency proceedings for the Lessee's assets, however, the Lessor may not give extraordinary notice of termination due to a deterioration in the Lessee's financial circumstances. Nevertheless, in such a case, the Lessor may demand an appropriate security deposit from the Lessee (as a cash deposit or guarantee) in the amount of three months of lease payments.

(3) Notice of termination must always be issued in writing.

(4) If the Lessee continues to use the leased property after the lease term has ended, the lease shall not be deemed extended. § 545 of the German Civil Code shall not apply.

(5) In the event of accidental loss or complete destruction of the leased property, without one of the contractual parties being responsible, the lease shall automatically end without any notice of termination. The Lessor shall be released from their obligation to provide property for use. The Lessor shall not be obliged to restore the property. From the time of loss or total destruction, the Lessee is no longer obliged to make lease payments.

§ 4 Handover, transport

(1) Unless otherwise agreed in the lease agreement, the leased property shall be handed over to the Lessee at the Lessor's place of business (currently: Schwaigern). The Lessee is obliged to collect the leased property from the Lessor, to transport it to its destination at their own risk and expense and, in particular, to ensure that it is properly packed, secured and insured for transportation. The risk of damage from transportation is borne by the Lessee. In the event of transportation by third parties, e.g. transport companies, the leased property shall be deemed to have been handed over to the Lessee at the time of handover to the third party.

(2) At the request and expense of the Lessee, the leased property can be sent to another destination. Unless otherwise agreed, we shall be entitled to determine the shipment method (with particular regard to the transport company, shipment route, packaging) at our own reasonable discretion.

§ 5 Purpose of the lease, subleasing, protection against competition, business risk

(1) The leased property shall be exclusively granted on lease for the purpose of use specified in the lease agreement. Changes to the purpose of use require the prior written consent of the Lessor, which the Lessor may only refuse for good cause.

(2) Any transfer of the leased property to third parties, with particular regard to subleasing, requires the prior written consent of the Lessor (written form without a signature is sufficient). The Lessor may make their consent subject to conditions. In particular, they may demand that the sublease amount charged in excess of the lease payments be paid to them as additional lease payments.

(3) In the event that the leased property is subleased without authorisation or used by the sub-lessee culpably in breach of the agreement, the Lessor may immediately revoke their consent to the subleasing and demand that the Lessor terminate the subleasing

arrangement immediately. If this is not done after the Lessor has made a corresponding request or if the Lessee transfers the leased property to a sub-lessee or other third party without authorisation, the Lessor may terminate this lease agreement without notice; the Lessee hereby authorises the Lessor to also terminate the subleasing arrangement in this case. Claims for damages by the Lessor remain unaffected.

(4) In any instance of subleasing, the Lessee hereby assigns to the Lessor, by way of security, all claims against the sub-lessee, in particular for payment of the sublease, up to the amount of the receivables to which the Lessor is entitled under this lease agreement. The Lessor hereby accepts the assignment. The Lessee shall inform the sub-lessee of the assignment of claims after conclusion of the subleasing agreement and rule out objections in accordance with § 404 of the German Civil Code.

(5) § 540 of the German Civil Code shall apply unless otherwise stipulated in these GTL.

(6) The Lessor does not grant any protection against competition.

(7) The risk for the business conducted with the leased property lies exclusively with the Lessee.

§ 6 Lease payments - security deposit

(1) The Lessee shall be obliged to pay the lease price stated in the lease agreement for the duration of the lease term. The statutory value added tax shall be added at the applicable rate. The obligation to make lease payments in accordance with § 6, paragraph 1 begins with the handover of the leased property.

(2) Unless otherwise agreed in the lease agreement, the following shall apply to lease payments: Lease payments are to be cashless and made to the account specified by the Lessor in advance, by the third working day of each month. In the event of late payment, the Lessor shall be entitled to charge interest on arrears from the due date until the date the money is received at a rate of nine percentage points above the base rate, unless the Lessee proves that the Lessor has not suffered any loss in this amount.

(3) The Lessee undertakes to use the leased property exclusively for activity that neither excludes nor jeopardises the Lessor's input tax deduction.

(4) Adjustments and/or modifications made to the leased property at the request of the Lessee are subject to separate payment, unless they are necessary for the maintenance or repair of the leased property or to ensure its use in accordance with the agreement.

(5) Any transport costs pursuant to § 4, paragraph 2 shall be paid separately by the Lessee.

(6) The Lessee does not owe any security deposit. An exception to this is laid down in § 3, paragraph 2 e).

§ 7 Reduction in price, offsetting and rights of retention

The Lessee may only offset a counterclaim against the Lessor's claims arising from the lease agreement or exercise a right of reduction or retention if their claim is undisputed or has been recognised by declaratory judgement. A further prerequisite is that the Lessee is not in arrears with lease payments at the time these rights are asserted. The Lessee's right to claim for overpaid lease payments remains unaffected. In any case, the Lessee must notify the Lessor in writing at least one month before the lease payment they wish to offset or retain is due.

§ 8 Obligations of the Lessee

(1) The Lessee undertakes to only use the leased property as intended, to observe the operating instructions and to treat the leased property with care, cautiously and properly. They must also protect it from adverse weather conditions, i.e. from weather conditions that are likely to cause damage to the leased property. The Lessor is also obliged to adequately protect the leased property against theft during the lease term.

(2) The Lessee shall follow the Lessor's instructions on care and use to the extent reasonable.

(3) In particular, the Lessee undertakes to use the leased property properly, as follows

a) If the leased property has a defect at the time it is handed over to the Lessee that makes it unsuitable for use in accordance with the agreement, or if such a defect arises during the lease term, the Lessee shall be obliged to notify the Lessor of the defect without delay.

b) The Lessee shall immediately stop using the leased property and shall also be obliged to put the leased property out of operation immediately if they realise that the leased property or individual components of the leased property no longer function or react properly.

c) The Lessee is obliged to refrain from modifying the leased property or individual components of the leased property or disabling safety-related functions. The Lessee requires the prior written consent of the Lessor to make any modifications to the leased property. This applies, in particular, to connecting the leased property to other objects. When returning the leased property, the Lessee shall restore it to its original condition at the Lessor's request.

d) The Lessee is obliged to use the packaging material provided by the Lessor or equivalent packaging material for returning the leased property and to pack it securely before returning it. In any case, the Lessee must protect the leased property against foreseeable transport damage. If in doubt, the Lessee should contact the Lessor immediately and before returning the property, and consult them or obtain their instructions.

(4) The Lessee shall be responsible for the obligation to maintain safety in connection with the leased property.

(5) In the event of any damage to or theft or other loss of the leased property during the lease term, the Lessee shall be obliged to inform the Lessor immediately in writing of all known details surrounding the respective event that led to the damage, theft or other loss.

(6) The Lessee must accept modernisation and improvement measures carried out on the leased property insofar as this can be reasonably expected of them. This applies accordingly to any repairs and structural alterations that are necessary for the preservation or maintenance of the leased property or to avert imminent danger or resolve damage.

(7) In the event of seizure or other third-party access to the leased property, the Lessee must inform the third party of the Lessor's right of ownership and inform the Lessor of this immediately, providing the relevant information and documents.

(8) At the end of the lease term, the Lessee is obliged - at their own risk and expense - to return the leased property to the Lessor at the Lessor's registered office in a clean and proper condition. This means that the leased property must be returned free from any labels or other adhesive tape applied after the leased property had been handed over. Furthermore, the leased property must be free from oil, grease and chemicals upon return. If the Lessee fails to fulfil these obligations properly, the Lessor shall be entitled to restore the leased property to such a proper condition themselves or through third parties, if necessary; in this case, the Lessee shall be obliged to reimburse the Lessor for the reasonable costs incurred for this cleaning when proof is provided.

This is supplemented by § 9, paragraph 4 below.

§ 9 Liability of the Lessee

(1) The Lessee is liable for all damage culpably caused to the leased property by themselves, their staff, their customers, persons they have authorised (e.g. tradesmen, suppliers, etc.) and their sub-lessees. The Lessee is responsible for proving that behaviour was not culpable.

(2) If the Lessee pays compensation, the Lessor hereby assigns to the Lessee, to the extent of the compensation, any claims they make for compensation against the party responsible for the damage. The Lessee hereby accepts the assignment.

The Lessee shall indemnify the Lessor against all claims asserted by private or public third parties against the Lessor as the owner of the leased property, during or after the term of the agreement, due to their operations or the effects of such operations.

(3) If the lease agreement ends as the Lessor terminates it without notice, the Lessee shall also be liable for the damages suffered by the Lessor due to the fact that the leased property cannot be re-leased after the Lessee has returned it - through no fault of the Lessor - or has to be leased at a lower price (loss of lease payments). If the return of the leased property is delayed at the end of the lease, the Lessee shall be liable to the Lessor for all damages resulting from the delay, whereby the Lessee shall owe at least the lease payments owed under this agreement as compensation for use, subject to proof of higher damages.

(4) The Lessee is obliged to return the leased property to the Lessor's registered office in its original condition at the end of the lease term, at their own risk and expense and irrespective of any normal wear and tear that may have occurred during the lease term. If the Lessee fails to fulfil this obligation or fails to do so within the relevant time frame despite a corresponding reminder setting a time frame, the Lessor shall be entitled to collect the leased property from the Lessee or from the place of the leased property at the expense of the Lessee. In return, the Lessee is obliged to surrender the property or arrange for it to be surrendered to the Lessor.

§ 10 Liability of the Lessor for defects

(1) Unless otherwise stipulated in these GTL, including the following provisions of this § 10, and the lease agreement, the Lessor shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with statutory provisions.

(2) The Lessor's strict liability for damages is excluded.

(3) The Lessor shall only be liable for damages - irrespective of the legal grounds - in instances of intent and gross negligence. In the event of slight negligence, the Lessor shall only be liable for damages in the event of a breach of essential contractual obligations (material contractual obligations are obligations which must be fulfilled for the contract to be properly executed and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the Lessor's liability shall be limited to compensation for foreseeable damage that typically occurs.

(4) Liability of the Lessor for slight negligence shall be excluded despite a breach of essential contractual obligations (material contractual obligations)

a) if the Lessee can actually control the risk of damage or protect themselves against the risk of damage by means of insurance which they are obliged to take out or which they can reasonably be expected to take out, or

b) if it involves initial defects which already existed at the time the contract was concluded or, if the leased property is still to be manufactured, at the time the handover of the leased property to the Lessee is completed.

(5) However, the above exclusions of liability (paragraphs 2 to 4) shall not apply

a) for damages resulting from death, physical injury or damage to health based on a negligent breach of duty by the Lessor or an intentional or negligent breach of duty by their legal representative or vicarious agent,

b) for damage which the Lessor is insured against and actually pays out compensation for,

c) for damage for the prevention of which the Lessor has assumed an obligation to assume liability by adopting a guarantee or warranty of a certain characteristic and

d) for damage resulting from a defect that the Lessor has fraudulently concealed.

(6) The limitations of liability resulting from this § 10 shall also apply in the event of breaches of duty by persons (including in their favour) for whose culpability the Lessor is responsible in accordance with statutory provisions.

§ 11 Other liability of the Lessor, personal liability of persons acting on their behalf

(1) § 10 shall apply accordingly to the other liability of the Lessor for damages, regardless of the legal grounds.

(2) Insofar as the Lessor's liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of the legal representatives, employees and other vicarious agents of the Lessor.

§ 12 Force majeure

(1) In cases of force majeure, the affected contractual party shall be released from the obligation to hand over or accept the leased property for the duration and to the extent of the impact. Force majeure is any event beyond the control of the respective contracting party which prevents them from fulfilling their obligations in whole or in part, including fire damage, floods, strikes and lawful lockouts, unexpected pandemics or epidemics and operational disruptions or official orders for which they are not responsible. Supply difficulties and other service disruptions on the part of the Lessor's upstream suppliers shall only be deemed force majeure if the upstream supplier, for their part, is prevented from rendering the service they are bound to render due to an event as per sentence 1.

(2) The affected contractual party shall immediately notify the other contractual party when a force majeure event occurs and stops, and shall use their best endeavours to remedy the force majeure event and to limit its effects as far as possible.

(3) In the event of force majeure, the contractual parties shall agree on how to proceed and determine whether the leased property is to be handed over or accepted after the force majeure. Irrespective of this, each contractual party shall be entitled to withdraw from the affected lease agreement if the force majeure lasts for more than 3 months from the agreed start of the lease term. The right of each contractual party to terminate the agreement for good cause in the event of prolonged force majeure shall remain unaffected.

§ 13 Choice of Law and Place of Jurisdiction

(1) The lease agreement between the Lessor and Lessee shall be governed by the law of the Federal Republic of Germany.

(2) If the Lessee is a merchant within the meaning of the German Commercial Code, legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the lease agreement, directly or indirectly, shall be the Lessor's registered office - currently in 74193 Schwaigern. The same shall apply if the Lessee is a business within the meaning of § 14 of the German Civil Code. Overriding legal provisions, with particular regard to those relating to exclusive jurisdiction, shall remain unaffected.

Schwaigern, December 2023