GENERAL TERMS & CONDITIONS OF TRELLEBORG SEALING PROFILES GERMANY GMBH

I. SCOPE

(1) These General Terms and Conditions of Trelleborg Sealing Profiles Germany GmbH (hereinafter also referred to as "Trelleborg", "we", "us", "our") only apply if the Customer is an entrepreneur (Section 14 BGB – German Civil Code), a legal person under public law or a special federal fund under public law.

(2) Our offers, sales and deliveries are exclusively based on our General Terms and Conditions (hereinafter also referred to as "T&Cs") set out below as stated in the respective latest version. In addition, our T&Cs are accessible at any time on the Internet at www.trelleborg.com/en/seals-and-profiles/resources/general-sales-conditions and can be saved and printed by the Customer in a form suitable for reproduction.

(3) The T&Cs apply in particular to contracts for the sale and/or delivery of movable goods, regardless of whether we manufacture the - Customer specific - goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Furthermore, these T&Cs also apply to contracts for work and services, i.e. in the case of technical maintenance service or repair of equipment we delivered to Customer.

(4) These T&Cs apply to all future business transactions regarding the sale and/or delivery of movable items (hereinafter also referred to as "Goods") and other contracts on services with the same Customer without the necessity for us to refer to them in each individual case. Any Customer's conditions of purchase are expressly rejected. Agreements contrary to our T&Cs apply solely if – and insofar only for the respective individual case – they have been confirmed by us in writing as supplement or as amendment to our T&Cs. This confirmation requirement shall apply in every case, including but not limited to the case that we unreservedly deliver to the Customer - although we have been aware of the Customer's conditions of purchase.

(5) No subsidiary verbal agreements existed at the time of entering this contract. The Customer's individual agreements expressly entered into with us on an individual basis (including subsidiary agreements as well as supplements to and additional information regarding these T&Cs) shall – in case and as far as such individual agreements are entered into after the conclusion of the contract – prevail over these T&Cs in every case. A written contract or – if a written contract is not available – our written confirmation to the Customer shall be authoritative with respect to the content of such individual agreements.

(6) References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these TCs.

II. OFFERS, CONCLUSION AND CONTENT OF THE CONTRACT AS WELL AS DEMONSTRATIONS

(1) All our offers are subject to change without notice at all times.

(2) The Customer shall be bound by his order for a period of two weeks after placing an order. Unless otherwise agreed by the parties, a contract is formed upon receipt of our order confirmation in writing or via email, however no later than when we make delivery.

(3) Measurements, weights and other technical data stated by us are to be construed to include the customary variations in accordance with the pertinent DIN regulations or in accordance with the official licensing requirements. Drawings, diagrams, sketches, descriptions, etc. are only intended as illustrations. If nothing to the contrary has been agreed in writing with us upon entering into the contract, our deliveries need only comply with such illustrations by way of analogy with the customary variations.

(4) We reserve the right to amend Goods and services at any time insofar as these amendments are reasonable to the Customer and after consideration is given to all circumstances. Quality improvements in the case of material, models and measurements are permitted at all times at our discretion. With regard to the quantity, meter or weight, we shall be entitled to make excess or short deliveries of up to 5% of the quantity ordered, relating to both the entire quantity ordered and the individual partial deliveries and specific packaging and/or ring sizes.

(5) With regard to call-off orders, we shall be entitled to procure material and raw materials for the entire order and, unless otherwise agreed upon, to manufacture the entire quantity ordered. In such a case, it is no longer possible to take into account change requests of Customer after the beginning of the manufacture, unless otherwise explicitly agreed upon.

(6) We reserve title and copyrights to our quotations/cost estimates, drawings and other documents. These documents may not be made available to third parties without our express prior written approval. Drawings and other documents submitted by us in connection with offers must be returned to us on request at any time and in any case if the order is not placed with us.

(7) In the event that as part of a demonstration against payment of our equipment at a customer's building site the demonstration cannot be carried out because the customer has not provided us with the correct and complete information required for the demonstration, we shall be entitled to charge the agreed remuneration, whereby consideration shall be given to potential saved expenses.

III. DELIVERY

(1) Partial deliveries on our part are permissible in reasonable quantities.

(2) Deliveries shall only be made as long as stocks last. The delivery is subject to correct and complete deliveries to our company by our upstream suppliers as far as the material required to fulfil our obligations to the Customer is concerned. We shall be entitled to withdraw from the contract with the Customer if we are not supplied by our supplier for reasons for which we are not responsible despite a corresponding covering transaction having been concluded.

(3) All the collection dates and delivery periods stated by us shall at all times apply merely as approximate dates and shall not have binding force for us unless a delivery date was expressly agreed upon in writing with binding force upon entering into the contract or thereafter, including with verbal binding force. As a general rule, the agreed binding delivery date shall commence upon the conclusion of the contract, but not, however, before the Customer has made available all the documents, licences, clearances, export details and auxiliary devices the buyer is required to provide and that are necessary for the determination and manufacture of the Goods, and not prior to receipt by us of an advance payment, bank guarantee or letter of credit - if the Customer is required to make such an advance payment or provide us with a bank guarantee or letter of credit.

(4) Our deliveries shall be made ex works unless otherwise agreed with the Customer. The delivery time shall be deemed met if the Goods have left our plant until expiry of the delivery time or if the Customer has been informed of the readiness for dispatch in respect of the Goods.

(5) The delivery period shall apply subject to unforeseeable or unusual circumstances that we cannot avert irrespective of applying reasonable care in accordance with the circumstances of the case and irrespective of whether such circumstances affect our plant or our subcontractors. This includes cases of force majeure, war, unrest, operational disruptions, strikes, lockouts, the absence of specialists, official sanctions and intervention, delays in the delivery of key raw materials or energy supply difficulties, pandemic and other unforeseeable hindrances that are beyond our sphere of influence. Insofar as such circumstances give rise to delays, and the delivery or service is not impossible as a result, the delivery period shall be extended accordingly. The above-mentioned circumstances shall also not be deemed our responsibility if they occur during an existing default. We shall inform the Customer within three (3) workdays following the start of the hindrance of the above-mentioned type. If the hindrance lasts for more than 60 successive days, we shall be released from our delivery obligation without the Customer having an entitlement to lodge any kinds of claims against us.

(6) If the Customer requests amendments or supplements regarding the order, after the contract has been entered into, whereby these amendments or supplements render adherence to the delivery date impossible, the delivery date shall be postponed in accordance with the requested amendments and supplements by a period that is reasonable in which to manufacture such amendments or supplements.

IV. DEFAULT AND IMPOSSIBILITY

(1) A reminder issued by the Customer shall be required in each case for the occurrence of default in delivery on our part.

(2) Irrespective of the right of the Customer to withdraw in the event of defects (see Clause XI. of these T&Cs), the Customer may only withdraw from the contract in the event of a violation of an obligation that is our responsibility if the performance is impossible or in the event of default.

(3) At our request, the Customer is obliged to state within a period of reasonable length whether or not Customer will withdraw from the contract because of the default in performance or whether or not they insist on receiving the delivery. If the Customer does not make such a statement within the period of reasonable length we have stated, the Customer shall no longer be entitled to reject the delivery or withdraw, and may not assert claims for compensation instead of the performance.

(4) Clause XIII. of these TCs shall apply to all claims for damages arising from default or impossibility. An amendment to the burden of proof to the detriment of the Customer is not associated with the above regulations.

V. PASSING OF RISK AND DEFAULT OF ACCEPTANCE BY THE CUSTOMER; TRANSPORT DAMAGE

(1) The risk of possible loss of or deterioration of the Goods to be delivered shall pass to the Customer at the latest upon sending the Goods to the Customer, including if partial deliveries are made or we have also assumed other services, in particular, the shipping costs or the carriage. At the written request of the Customer, we shall insure the Goods against theft, breakage, transport damage, damage by fire or water, and other insurable risks. All costs arising as a result of this insurance shall be borne by the Customer.

(2) If shipping of the Goods is delayed as a result of circumstances that are the Customer's responsibility, the risk of possible loss of or deterioration of the Goods shall pass to the Customer from the day the Goods are ready for dispatch. In such a case, we shall be willing, at the written request of the Customer, to enter into the insurance contracts requested by the Customer. All such costs that arise shall be borne by the Customer. Irrespective of this, the Customer undertakes to compensate us for the additional expenses we have incurred as a result of such delays.

(3) Insofar as an acceptance was agreed, it shall be authoritative for the passing of risk. Also, in other respects, the statutory provisions of service contract law shall apply to an agreed acceptance. The handover or acceptance shall be deemed to have taken place in case the customer defaults in acceptance.

(4) If the Customer defaults in acceptance, fails to collaborate or if our delivery of the Goods is delayed for other reasons that are the Customer's responsibility, we shall be entitled to request compensation for the resulting damage, including additional expenses (e.g. warehousing costs). In this respect, we shall impose flat-rate compensation of at least 0.5% of the invoice amount each month (or 5% of the total at most) starting upon the delivery period or – in the absence of a delivery period – upon notification of the readiness to dispatch the Goods. This also applies if the Goods are stored at the plants of another manufacturer. This shall not prevent us from furnishing proof of greater damage and shall not affect our statutory claims (in particular compensation for additional expenses, reasonable compensation or termination). However, the liquidated damages shall be offset against further monetary claims. The Customer is permitted to furnish proof that we have not suffered any damage or have suffered considerably less damage than that reflected in the above liquidated damages. We are also entitled, after setting a period of reasonable length in which the Customer has to accept the Goods and the expiry of such a period without resolution, to otherwise dispose of the Goods and to supply to Customer by way of an extended period of reasonable length at the prices that shall then be valid at that time.

(5) Unless otherwise agreed upon with the Customer, the Goods shall be delivered ex works and shipped at the Customer's request. Customer has to inform the respective forwarding agent of transport damage that occurs. Insofar as we are entitled to make claims for damages as a result of such transport damage, that does not constitute any defects in the Goods, however, we shall assign these claims to the Customer.

VI. PRICE AND PAYMENT

(1) In the absence of a separate agreement, all our prices shall apply ex works in Euros plus the value added tax at the respective valid rate. Additional costs, in particular, for packaging, transport, insurance and customs duties, etc. shall, where applicable, be charged separately. All domestic and foreign incidental costs that arise in conjunction with the delivery shall be borne by the Customer. The choice of the shipping route and the shipping method is left to us.

(2) Invoices for filling materials, spare parts and services shall fall due for payment immediately without deduction following receipt of invoice. Unless otherwise agreed, other invoices shall fall due for payment within 30 days after the invoice date without deduction.

(3) Payment shall only be deemed effected once we can dispose of the amount. In case we accept payment by Letter of Credit all costs resulting from this way of payment shall be borne by the Customer.

(4) If it becomes clear after entering into the contract that our claim for the sales price is jeopardised as a result of lacking performance on the part of the Customer (e.g. as a result of an application for the institution of insolvency proceedings), we shall be entitled, in accordance with the statutory provisions, to reject performance and – where applicable after setting a period – to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture custom-made items, we may give immediate notice of withdrawal. This shall not affect the statutory provisions on the dispensable nature of setting periods.

(5) Our prices shall be based on the economic conditions existing at the time of the conclusion of the contract, in particular our prime costs, i.e. the prices for raw materials, like mineral oil, consumables and supplies, energy and packaging costs as well as the wage and salary costs incurred for the manufacture of the product ordered by the Customer. We shall be entitled to corresponding price changes if and to the extent that there is more than 1 month between the conclusion of the contract and the date of manufacture of the product and cost increases occur, the occurrence of which we are not responsible for and the changes of the prime costs have the effect of increasing the final price by more than 3%. We shall prove these parameters underlying the price change to the Customer upon request. We shall inform the Customer immediately of any necessary price increase.

(6) We may request that a Customer who is not located in Germany to pay by way of a confirmed, irrevocable documentary letter of credit, which is issued by a German bank/savings bank of our choice in our favour without us incurring costs as a result, and which permits us to partially ship the delivery items of which one-third (1/3) shall fall due for payment immediately upon issue of the letter of credit at the first request subject to confirmation of receipt and the remaining two-thirds (2/3) shall fall due following submission of the documents.

VII. DEFAULT IN PAYMENT

(1) The Customer shall be deemed in default of his payment obligation following the issue of a reminder by us. A reminder shall not be required if a period in accordance with the calendar is specified for payment or if payment is to be made within a certain period following the occurrence of an event. Unless otherwise agreed without a reminder, the Customer shall be deemed to be in default 30 days following receipt of our invoice or, if we cannot specify the time at which the invoice is received, 30 days following receipt of the Goods.

(2) In case of payment default of the Customer, we shall have the right to charge interest at 9% points p.a. above the base interest rate for the duration of the default. This does not affect asserting claims for greater damage caused by default.

VIII. RIGHT OF RETENTION, SET-OFFS AND ASSIGNMENT

(1) The retention of payments due on account of any claims of the Customer against us shall be excluded, unless the right of retention is based on claims of the Customer arising from the same contractual relationship with us and the claims are undisputed or have become res judicata. In the event of defects in the delivery, however, the Customer's right of retention pursuant to Clause XI (4) of these T&Cs shall remain unaffected.

(2) Set-offs by the Customer against our claims with their own claims is not permitted unless the claims are undisputed or have become res judicata.

(3) The Customer may not assign their claims against us to third parties. § 354a HGB (German Commercial Code) remains unaffected.

IX. RESERVATION OF TITLE

(1) All deliveries and services shall remain our property up until payment in full of all our claims that exist at the time of entering into the contact of purchase and future claims resulting from the contract of purchase and an ongoing business relationship (secured claims) irrespective of the legal basis for such claims. If we enter into contingency commitments in the Customer's interest, all deliveries and services shall remain our property until we are released in full from such liabilities. This also applies if payments were made for specially described claims. The discontinuation of individual accounts receivable with respect to an ongoing account or drawing up a balance and their recognition shall not affect the reservation of title.

(2) Processing or converting of the delivery item (reserved good) by the Customer shall, at all times, be carried out on our behalf. If the reserved good is mixed with items that are not our property, we shall become co-owners of the entire item in accordance with the statutory provisions. If the Customer acquires sole ownership of the new item, they shall assign to us at this point in time co-ownership in the proportion of the value of the reserved good to that of the combined items at the time they were combined.

(3) If the reserved goods are sold or leased by the Customer alone or in conjunction with goods that are not our property, the Customer shall assign to us at this point in time as a security the claims resulting from the sale or lease in the sum of the gross invoice amount including all subsidiary rights. If we co-own the resold reserved goods, the assignment of claims shall apply to the amount that corresponds with the proportionate value of our co-ownership. We hereby accept the above assignments.

(4) We authorise the Customer, subject to revocation, to collect the claims assigned to us as long as the Customer honours their payment obligations to us and is not in default of payment, no application has been filed for the institution of insolvency proceedings and no other defect with respect to their performance applies. However, if this is the case, the Customer shall be required to inform us of all the debtors of the assigned claims, provide us with all the information required in respect of collection, surrender to us the appertaining documents and inform the debtors of the assignment. In such a case, we shall also be entitled to inform the respective debtors themselves of the assignment, and make use of our authority to collect.

(5) If the Customer does not act in accordance with the contract, and specifically if the Customer enters default of its payment obligations, or violates its obligation to treat the delivered object with care, we shall have the right to withdraw from the contract upon issuing a warning and setting a grace period, and to recover the delivered object. In this case, the customer is obligated to release the object after our declaration of withdrawal. The Customer hereby agrees that persons commissioned by us with the collection of the reserved goods may gain access to and drive on the Customer's grounds where the reserved goods are located for the purpose of collecting the reserved goods.

(6) The Customer is only entitled to sell, use, install, combine and/or process the reserved goods during the course of customary and proper business activities, and is only entitled and authorised on condition that the claims assigned to us in accordance with the provisions above actually pass to us or that we shall, in accordance with the above provisions, become co-owners of the overall item in the proportion of the invoice value of the processed, mixed or combined reserved goods. The same provisions that apply to the reserved goods also apply to the items created by combining or processing the reserved goods. The customer is not entitled to otherwise dispose of the reserved goods. With regard to the reserved goods the Customer may not, in particular, pledge the delivery item or transfer ownership by way of security.

(7) The Customer has to inform us without delay of enforcement measures or other intervention by third parties regarding the reserved goods – including if we only have co-ownership – or regarding the claims assigned to us. Furthermore, such notification is to be accompanied by the handover of documents relevant to an objection to such measures or action.

(8) The Customer is to insure, at their own cost, the reserved goods, in particular, against fire and theft. All claims against the respective insurer regarding the items subject to a reservation of title shall be assigned to us. We hereby accept this assignment.

(9) If the realisable value of the securities granted to us in total exceeds our claims by more than 20%, we undertake and are willing at our discretion to return to the Customer or release the securities granted to us insofar as they exceed the agreed cover limit.

(10) Customers who are not located in Germany shall take all action presumed by law or otherwise that is necessary to render our reservation of title – as stated in the T&Cs – valid in the country in which the Goods are supplied.

X. NOTICE OF DEFECTS

(1) The Customer is to provide written notification of legal or material defects, the lack of warranted characteristics that may under certain circumstances be guaranteed by us or the shelf life of the delivery item and the excessive, shortfall or wrong deliveries (hereinafter referred to as 'defects') – insofar as they are obvious – at the latest within 14 days following receipt of the delivery item. Likewise, the Customer is to provide written notification of defects that could not be identified during the customary incoming goods inspection at the latest 14 days after such defects are identified.

(2) If a claim is not asserted regarding claims within the periods in accordance with the above subclause (1), any warranty claims against us shall be excluded.

XI. WARRANTY

We shall be liable as follows in the event of provision of notification in good time in accordance with the above Clause X of these T&Cs:

(1) All the Goods or services that prove to be faulty within the warranty period (see Clause XI. (2) of these T&Cs are to be subsequently improved, delivered afresh or rendered afresh at our discretion insofar as the Customer furnishes proof that the fault existed at the passing of risk. With regard to Goods made of caoutchouc or rubber we are - in addition - only liable in case Customer has met all requirements regarding the storage, cleaning and maintenance of such products defined in DIN 7716. Resins and plastic materials must be stored according to the product specifications in the respective data sheets and in any case protected against UV light and frost. Only material combinations approved by the manufacturer may be used.

(2) The Customer is to accept the delivery item, irrespective of warranty rights, and even if it contains insignificant defects.

(3) Warranty claims shall not apply in the case we are not responsible for the defect of the product including but not limited to merely insignificant variations from the agreed quality, in the case of merely insignificant detrimental effects on use, natural wear-and-tear or damage caused as a result of faulty or negligent commissioning, handling, operating or maintenance, excessive use, unsuitable operating equipment or as a result of special external influences that are not assumed in accordance with the contract and in the event of software errors that cannot be reproduced. If the Customer or third parties make inappropriate alterations or carry out repairs, these and the resulting consequences shall likewise be excluded from any warranty claims. Excessive or shortfall deliveries for ordered quantities are permissible as part of tolerances that are customary in the trade.

(4) We are entitled to render the due subsequent performance conditional on payment of the due purchase price by the Customer. However, the Customer is entitled to retain part of the purchase price that reasonably corresponds to the defect.

(5) The Customer shall give us the opportunity to inspect the Goods subject to complaint without undue delay in case of complaint; in particular, the Goods subject to complaint shall be provided to us upon our request and at our expense.

(6) We are initially to be given opportunities to provide subsequent performance by repair or replacement delivery within a period of reasonable length.

(7) If the subsequent performance fails, i.e. if we let any appropriate grace period set for us for subsequent performance pass, two attempts to repair or one replacement delivery are performed and the reported defect was not remedied by this, or if we refuse any required repair or replacement delivery without justification, improperly delay it or if subsequent performance is not reasonable for the Customer for any other reasons, and if the prerequisites of §§ 281 para. 2 or 323 para. 2 BGB are met, or if we rightfully refuse subsequent performance due to disproportionality (see XI. (8) of these T&Cs) the Customer may generally assert the legally intended remedy of withdrawal or reduction instead of repair and subsequent delivery, as well as claims to compensatory damages or reimbursement for expenses, but the latter within the scope of in accordance with Clause XIII of these T&Cs. However, the customer shall not have any withdrawal rights in case of only minor defects.

(8) Apart from this, we shall not be obligated to make a repair or replacement delivery if this is only possible at disproportionate costs. Any form of subsequent performance may be refused by us if both the expected costs for repair and those for replacement delivery would exceed the purchasing price for the contractually owed delivered object by 100%.

(9) The place of subsequent performance shall be at the site of delivery. This shall not apply if we choose repair improvement as subsequent performance and the delivered object to be improved repaired cannot be transported to us.

(10) In case of replacement delivery, the customer shall be obligated to return the defective Goods upon request.

(11) In case of sales contracts, only to defend against unreasonably high damage or at default of removal of defects by us the Customer shall have the right to improve the Goods upon our prior written consent or to demand reimbursement for adequate costs for this.

(12) We may demand that the Customer reimburse us for any costs resulting from the unjustified demand for removal of defects (in particular testing and transport costs), except if the Customer was unable to recognize that there was no defect.

(13) If the delivery item is subsequently brought to a location other than the location of the Customer's branch, and if the expenses, in particular, transport, road, work and material costs for the subsequent performance or replacement increase as a result, the Customer is not to be reimbursed for such increased expenses unless brining the delivery item to another location corresponds with the intended use of the delivery item.

(14) For third-party products, our warranty is limited to the assignment of the claims we have against the supplier of the third-party product. In the event that the Customer is unable to enforce its warranty claims against the supplier of the third-party product, we shall provide a warranty within the scope of these T&C's. Any warranties granted by manufacturers of third-party products shall remain unaffected.

(15) Used Goods are sold to the exclusion of any liability for defects regardless of fault, i.e. without entitlement to subsequent delivery, rectification, withdrawal or reduction.

(16) As a matter of principle, we shall not be liable for defects of which the Customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB).

(17) In other respects, Clause XIII. of these T&Cs applies to claims for damages and compensation of expenses. Further reaching claims or claims by the Customer against us and our vicarious agents regarding defects other than those set out in Clause XI of these T&Cs are excluded.

XII. LIMITATION OF CLAIMS DUE TO DEFECTS WARRANTY

(1) The statute of limitations of § 438 para. 1 no. 3 BGB, § 445b para. 1 BGB or § 634a para. 1 no. 1 BGB for any claims from defects shall be twelve (12) months after handover of the Goods or – if acceptance was agreed – from acceptance of the delivered object, unless deviating agreements have been entered into from case to case. The tolling of the statute of limitations from § 445b para. 2 shall end after three (3) years.

(2) In derogation therefrom, the statutory limitation periods shall apply in the scope of application of § 438 para. 1 no. 3 BGB, § 445b para. 1 and para. 2 or § 634a para. 1 no. 1 BGB:

- for for any damage from injury to life, limb, or health caused by any defect for which we are at fault,
- if the defect is based on a willful or grossly negligent violation of duty by us,
- in case of malicious concealing of a defect,
- in case of guarantees (§§ 444 and 639 BGB), and
- if the last contract in the delivery chain in accordance with § 445a BGB is a consumer contract (as contemplated by § 474 BGB).

(3) Such shall be without prejudice to the claims from the Product Liability Act and the legal provisions concerning tolling of the statute of limitations, suspension and recommencement of the periods.

(4) The claims to reduction and exercise of a right of rescission shall be excluded to the extent that the claim to performance or subsequent performance has lapsed, no matter if we cite the lapsing of the above claims.

XIII. LIABILITY

(1) Unless provided otherwise in the T&Cs, all the Customer's claims for any kind of compensation for damages, including claims for compensation of expenses and indirect damage are excluded. This applies, in particular, to claims regarding all violations of obligations resulting from the contract and resulting from tort. The exemption from liability also applies if we have called on the services of vicarious agents and subcontractors.

(2) Contrary to Clause XIII. (1) of these T&Cs, we shall only be liable, irrespective on whichever legal grounds, which also applies if we have called on the services of vicarious agents or subcontractors – if and to the extent:

(a) we have acted with gross negligence or intent;

(b) we have fraudulently concealed the defect or warranted the quality of the Product;

(c) we have willfully or negligently caused damage to life, bodily injury or damage to health; and/or.

(d) we violate substantial contractual obligations (cardinal obligations) endangering the purpose of the agreement as a whole, that is

(aa) in the event of material violations of duties which endanger the achievement of the contractual purpose, or

(bb) in in the event of the violation of duties – the fulfilment of which enables the proper performance of the Contract in the first - place and on the observance of which the Customer may regularly rely ("Cardinal duties").

(3) In the case of the violation of cardinal obligations (Clause XIII. (2) (d) of these T&Cs), the amount of our liability is, however, limited in the case of merely minor or ordinary negligence to the typically foreseeable damage.

(4) The exclusion of liability shall not apply in relation to claims resulting from the German Product Liability Act. An amendment to the burden of proof to the detriment of the Customer is not associated with the above regulations.

XIV. DEFECTS IN TITLE CAUSED BY THE CUSTOMER

If we manufacture Goods according to drawings, samples, models or other documents submitted by Customer, Customer shall guarantee that no industrial property rights of third parties are violated. If we are prohibited from manufacturing or delivering such items by a third party who refers to such industrial property rights, we shall be entitled – without being obliged to examine the legal situation – to discontinue the manufacture and/or delivery and to claim compensation. Customer shall be obliged to promptly exempt TRELLEBORG from any associated third-party claims.

XV. TOOLS, MOLDS, MODELS AND DEVELOPMENT SERVICES

(1) Unless otherwise agreed all tools, molds, dies, models, and testing equipment remain our property. After the completion of the particular order, such items will remain in our possession and will be held in storage for future orders for a reasonable period of time to be determined by us without any obligation on our part. We retain industrial property rights and copyrights that may exist in such tools or in their underlying materials, e.g., drawings. Where such rights exist, the production of replicas of the items specified above is prohibited.

(2) Tooling costs invoiced by us are only proportionate tooling costs. This pro-rata costs include regular and preventive maintenance, monitoring of production quantities, execution of potential necessary repairs, renewal in case of abrasion, storage of the tool, its insurance and ensuring that these tools except for reasonable maintenance and repair times are ready for operation.

(3) Cost for consequential tools which replace the currently used tool after the agreed output quantity has been reached will be paid by Customer.

(4) If we render development services on behalf of Customer and if a corresponding supply contract fails to be concluded, we shall be entitled to invoice Customer for all the costs incurred for development services.

XVI. SPECIAL CONDITIONS ON REPAIR SERVICES RELATING TO OUR PRODUCTS

(1) The quotation/costs estimates for repair services shall be based on the condition of the machine/system as indicated to us by the Customer. We shall assume that no defects or damage are present over and above usual wear and tear. We shall notify the Customer of more extensive damage or defects identified during dismantling and/or while performing the work.

(2) Where we consider it necessary, the Customer shall be given a supplementary quotation. The scope and prices of the additional performance shall be agreed separately by us and the Customer in the supplementary quotation. The costs of materials stated in the quotation for work shall only apply in the event that we are commissioned with the work stated there, for the complete quoted scope.

(3) Both the Customer and we shall be entitled to apply in writing for the agreed scope of work to be amended. The other party shall examine the feasibility of this change following receipt of an application for changes. The outcome of this examination shall be indicated to the opposite party without delay and in writing. We shall be entitled to invoice the Customer for the work incurred as soon as an application for changes necessitates an extensive, labor-intensive examination and additional performance. The contractual adjustments required for such an examination or for a change to the agreed scope of work shall be set forth in a supplementary agreement.

(4) We are solely authorized to issue instructions to our own employees.

(5) We shall be entitled to use third-party services for the execution of orders. However, we shall always remain directly responsible to the Customer itself.

(6) Duties to cooperate of the Customer:

(a) The Customer shall make all information, materials, equipment, documents, processes etc. required for executing the order available to us free of charge in good time before execution of the order and shall deliver these to us at his own expense if necessary.

(b) Where we are engaged to provide services at the Customer's place, the Customer shall grant our employees or third parties

appointed by us the necessary access that we require to all premises, installations (hardware, software, networks, etc.) and other equipment in order to perform the work properly, at no charge, during customary working hours and subject to the internal rules on access. If necessary, the Customer shall also provide functioning work stations for our employees or for third parties appointed by us, at no charge.

(c) The Customer shall moreover participate in the execution of the order in the manner required.

(d) If the Customer fails to fulfil its duties to cooperate pursuant to Items XVI. (6) (a)-(c) of these T&Cs, we shall be entitled to set the Customer an appropriate deadline to comply with its duty to cooperate and present the declaration that we shall terminate the contract if the action has not been taken before the deadline has passed. The contract shall be considered cancelled if the deadline passes without the Customer complying with the duty to cooperate.

(e) If the Customer does not meet his obligations pursuant to XVI. (6) (a)-(c) of these T&Cs, or fails to do so in a timely manner, and this leads to delays and/or additional work, we shall be entitled to demand compensation for the resulting additional outlay.

(7) The repair work shall be charged for - after acceptance of the work - on the basis of the fixed price stated in the quotation or order confirmation, or based on time and materials, plus statutory VAT at the applicable rate, unless a different form of billing and payment has been agreed in the quotation or order confirmation. For work performed on a time or material basis, the hours worked and travel time shall be charged for at the applicable hourly rates and the materials used invoiced at the prices applicable at the time the contract is concluded. Other expenses, in particular preparatory, travel, subsistence and accommodation costs, shall be charged additionally. Where a quotation or order confirmation contains price estimates for work based on time or materials, these shall be without commitment.

(8) The prices for repair work fixed in quotations shall moreover apply subject to the condition that at the start of any overhauling or inspection work to be carried out on a machine/system by us, it shall be made available by the Customer in a thoroughly cleaned state and the Customer shall at his own expense, and if necessary using his own personnel, provide assistance in accordance with the assembly procedures, in particular provide

– suitable stuff to the extent required;

– access to the machine/system at the agreed time; any waiting time due to delayed access caused by the Customer shall be billed at the agreed hourly rates;

– the necessary auxiliary materials and tools as well as necessary operating power (electricity, compressed air, water, etc.).

(9) Work shall be accepted by the Customer as soon as we have indicated that it meets the contractually agreed specifications. The Customer shall not be entitled to decline acceptance for merely negligible differences. This shall not affect the Customer's entitlement to have defects rectified with the scope of these provisions.

(10) At acceptance, a report to be signed by both contracting parties shall be prepared, to confirm that the agreed specifications have been met ("operational transfer report").

(11) The putting into operation or productive use of the work or of stages of the work in normal operations shall be deemed to constitute acceptance.

(12) In addition to the rights mentioned in XI. (7) of these T&Cs the Customer may exercise the right of self-execution pursuant to Section 637 of German Civil Code.

XVII BUSINESS WITH RELATION TO RUSSIAN FEDERATION AND BELARUS ("NO RUSSIA/BELARUS CLAUSE")

(1) The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EU) 765/2006).

(2) The Customer shall undertake its best efforts to ensure that the purpose of this XVII paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this XVII paragraph (1).

(4) The Customer shall immediately inform us about any problems in applying this XVII paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of this XVII paragraph (1). The Customer shall make available to us information concerning compliance with the obligations under this XVII paragraph (1), (2) and (3) within two weeks of the simple request of such information.

XVIII. EXPORT CONTROL AND SANCTIONS

(1) The execution of the Agreement is subject to the condition that there are no obstacles to fulfilment due to applicable foreign trade regulations.

(2) If the necessary foreign trade approvals or clearances required for the execution of the Agreement are not granted or are revoked by the competent authorities, we are entitled to withdraw from the Agreement in whole or in part. The Customer also has a corresponding right of withdrawal. If only a partial performance is affected by the obstacle to fulfilment, the Customer may only withdraw from the entire Agreement if the acceptance of the possible partial performance is unreasonable for the Customer. We shall not be liable for any damages resulting therefrom.

(3) If we are prevented from timely delivery due to the duration of the proper execution of an approval or review procedure, the delivery time shall be extended appropriately by the duration of the delay caused by this official procedure.

(4) The Customer agrees and undertakes that:

(a) it will not use the Goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause Supplier to be in breach of financial or trade sanctions imposed against Iran or any other destination;

(b) it will not export, re-export, re-sell, supply or transfer the Goods to any destination or party subject to UN, EU, UK or US trade embargos, or to any destination or party if it is known or suspected that the Goods are likely to be used for the aforementioned purposes;

(c) it will comply with all applicable export and sanctions laws;

(d) it will include terms in its dealings with its customers that are not less stringent as set forth in this section;

(e) any violation of clause XVII and XVIII shall constitute a material breach of an essential element of this Agreement and we shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of 10% of the total value of this Agreement or price of the Goods exported, whichever is higher, and

(f) the Customer agrees to fully indemnify us for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against us arising out of or in connection with any breach of clause XVII and XVIII whether such breach occurs directly or indirectly, with or without our knowledge.

XIX. PLACE OF PERFORMANCE, APPLICABLE LAW, PLACE OF JURISDICTION

(1) Unless agreed otherwise, our registered office in Großheubach, Germany, is deemed the place of performance for all mutual obligations, e.g. payment by the Customer or our delivery: Trelleborg Sealing Profiles Germany GmbH – Auweg 27 – D-63920 Großheubach, Germany. In case our offer or order confirmation refers to another office – Lathen, Bochum, Nürnberg – the place referred to will be place of performance for all mutual obligations.

(2) Solely German law applies to these T&Cs as well as all legal relations between us and the Customer. Application of the Vienna UN Convention on Contracts for the International Sale of Goods dated 11.04.1980 is excluded.

(3) The court with jurisdiction for our registered office in Großheubach is deemed the exclusive place of jurisdiction for all current and future claims resulting from the business association with us, including claims resulting from bills of exchange and cheques insofar as the Customer is a general merchant or a legal entity under public law. However, we are also entitled to bring an action at the court with jurisdiction for the Customer's headquarters.

valid as of March 2026