

General Terms and Conditions of Sale and Delivery (“General Terms and Conditions”)

ALBIS POLSKA Sp. z o.o.

1. In General – Scope of Application – Written Form Requirement – Assignment

1.1. These General Terms and Conditions of Sale and Delivery (“General Terms and Conditions”) shall apply to all our business relationships to our customers (“Purchasers”) and shall form an integral part of all our contract offers and contract conclusions. Our General Terms and Conditions shall apply to the exclusion of any other terms or conditions; they shall also apply to all future business transactions with the Purchaser. Conditions of the Purchaser shall not be accepted by us, unless we have given our explicit written consent to their applicability.

1.2. These General Terms and Conditions shall apply only if the Purchaser is an entrepreneur as defined in the relevant regulations.

1.3. Our General Terms and Conditions shall especially apply to contracts about the sale and/or delivery of movable items offered by Albis Polska Sp. z o.o. (“Goods”). Unless explicitly otherwise agreed upon, the General Terms and Conditions in their version valid at the time of the Purchaser’s order or in any case in the version most recently notified to the Purchaser in text format or placed on the website www.albis.com, shall apply as framework agreement also to future contracts of the same type without any requirement on our part to refer to them in each individual case.

1.4. Individual agreements made with the Purchaser in specific cases (including side agreements, amendments and modifications) shall have priority over these General Terms and Conditions insofar as it is expressly stated in the content of these individual agreement. Subject to counterevidence, a written contract or our written confirmation shall be decisive with respect to the contents of such agreements.

1.5. The Purchaser shall, without written consent of Albis (under pain of nullity), not be permitted to assign of claims against Albis to third parties.

2. Information – Consultations – Alteration of Goods

2.1. Information and consulting services in connection with our goods and services shall be rendered on the basis of manufacturer specifications (particularly in case of pure merchandise) and the experience gathered by us up to the time being (particularly in case of compounds manufactured by our group of companies). To the extent that we render such information or become active in an advisory capacity and such information or consultations do not form a part of the contractually agreed scope of services explicitly owed by us, such information or advice shall be given as part of the price for the goods and under exclusion of any liability.

2.2. Subject to an explicit agreement, we furthermore do not assume any obligation concerning the exact compliance with such general values, performance specifications and application possibilities. In particular, our statements made in this respect as well as our descriptions shall not constitute warranted characteristics or qualities.

2.3. Customary deviations as well as deviations based on legal requirements shall be admissible to the extent that they do not affect the usability for the purpose which might have been agreed upon by means of a separate contract.

3. Offers – Conclusion of Contract – Information relevant under IATF Requirements

3.1. Our offers shall be subject to change and non-binding, unless explicitly marked as binding or submitted together with a specific term of acceptance.

3.2. After receipt of the Purchaser's purchase orders, offers or contract orders, a contract shall come into existence only after our written order confirmation (documentary form shall be sufficient) or our execution of the delivery. Purchase orders, offers or contract orders of the Purchaser which fail to have been explicitly confirmed or executed by us within a term of fourteen days shall be deemed to have been refused. In case of discrepancies between our order confirmation and the Purchaser's purchase order, offer or contract order, our order confirmation shall be decisive, unless the Purchaser contradicts our order confirmation within three working days after its receipt.

3.3. With respect to the legal relationship between us and the Purchaser, the purchase contract that must at least have been concluded in documentary form, inclusive of these General Terms and Conditions, shall be exclusively decisive. Oral statements and confirmations made by us prior to contract conclusion (particularly technical descriptions or other details rendered in offers, prospectuses on the Internet and any other information) shall from a legal point of view be non-binding and oral agreements made between the contract parties shall be superseded by the written contract, unless it can explicitly be learned from them that they continue to be applicable with binding effect.

3.4. In order to be able to meet the demands of the IATF 16949 standard requirements, we request those Purchasers who conclude contracts with us in the field of automobile production or supply to inform us in text form – insofar as not already provided for in purchase orders, offers or contract orders of the Purchaser – for which countries of destination within the meaning of the IATF 16949 standard requirements our deliveries to the Purchaser are to be made.

4. Calculation of the Purchase Price

4.1. Unless explicitly indicated otherwise, prices quoted shall be prices in PLN currency net of the statutory value added tax; on the date of invoicing, the statutory amount of the value added tax shall be separately indicated in the invoice.

4.2. The calculation of the purchase price shall be based on the quantities, weights or measurements determined at the place of dispatch.

4.3. To the extent that public charges concerning the import or distribution of the Goods are increased or newly introduced between the date of contract conclusion and the delivery date, we shall be entitled to rescind this contract.

5. Payment – Interest for Delay – Exclusion of Set-Off

5.1. Unless otherwise agreed or provided for in the invoice, the full purchase price shall be payable at the latest upon delivery by the bank transfer. Payments shall be deemed to have been made as of the date on which all the amount is at our free

disposal. The risk of the payment method shall lie with the Purchaser. Other forms of payment shall be subject to a special agreement that must at least be made in documentary form; costs arising in this context on both sides shall be borne by the Purchaser.

5.2. If the Purchaser is in default of payment, we shall be entitled to assert statutory interest for delay in commercial transactions. The assertion of additional damage (including lost benefits) or loss as well as of the compensation for recovery costs according to paragraph 10 of the act on payment terms in commercial transactions shall be reserved.

5.3. In case of justified doubts with respect to the solvency or creditworthiness of the Purchaser, especially in the event of outstanding payments, we shall be entitled to revoke any payment terms which might have been granted by us and to request payment in advance or a provision of securities for further deliveries.

5.4. A set-off against counterclaims other than those based on recognized and undisputed claims and claims legally established as well as the exercise of rights to refuse performance or rights of retention shall be excluded.

6. Delivery

6.1. Unless otherwise provided for in the order confirmation, delivery shall be deemed to have been agreed upon according to the "EXW" Incoterm (Incoterm Codes 2020).

6.2. In the event that we on our part fail to receive supplies although having placed congruent orders with reliable suppliers, we shall be released from our obligation to perform and entitled to rescind the contract. In this case, we shall give the Purchaser immediate notice of the non-availability or the delayed availability of the delivery item or the supply. The burden of proving that we may be held responsible for a violation of duty in connection with the procurement of the delivery item shall lie with the Purchaser.

6.3. We shall have the right to make partial deliveries if the Purchaser can make use of the partial delivery within the framework of the contractual purpose of use, the delivery of the outstanding goods is secured and the Purchaser does not incur any material additional expenditure or additional costs for this reason (unless we agree to bear such costs).

6.4. Short deliveries or excess deliveries up to 10 % of the quantity contractually agreed upon shall be admissible, with the billed quantity corresponding to the actually delivered quantity.

6.5. Time limits and deadlines for goods and services must in any case be regarded as approximate periods or dates, unless a fixed term or date has explicitly been confirmed or agreed upon. If a dispatch has been agreed upon, delivery terms and delivery dates shall refer to the date of transfer to the carrier, freight forwarder or other third party entrusted with the respective transportation service.

6.6. In the event that the delivery term agreed upon cannot be complied with due to circumstances beyond our control or the control of our suppliers, the term shall be appropriately extended. In this case, the Purchaser shall be given immediate notice. If the impeding circumstances still exist one month after expiry of the delivery term

agreed upon, each party shall be entitled to terminate the contract. Further claims against us for having exceeded the delivery term through no fault of our own shall be excluded.

6.7. Without prejudice to our rights resulting from a default of payment on the part of the Purchaser, we shall be entitled to request the Purchaser to extend delivery and performance periods or to postpone delivery and performance dates by the period during which the Purchaser fails to comply with its contractual obligations towards us.

6.8. Mode and route of dispatch as well as packaging shall be subject to our reasonable discretion, unless precise agreements have been made in this respect.

6.9. Unless otherwise agreed upon, our Goods are intended to be processed in the Purchaser's own plant.

7. Delivery Obstacles

7.1. War, strikes, lockouts, lack of raw materials or energy, operating or traffic delays, acts decreed by public authorities as well as any other circumstances of force majeure which prevent or delay the production or dispatch of the Goods or render it uneconomical shall exempt us from our delivery obligation for the term and to the extent of the disturbance or interruption. If such circumstances continue to exist for a term of more than three months we shall be entitled to terminate the contract.

7.2. In the event that our sources of supply become partly or totally unavailable as a result of force majeure, as defined above, we shall not be obliged to purchase from other sub-suppliers. In this case, we shall be entitled to distribute the available quantity of Goods by taking our delivery obligations and our personal need and possibilities into account.

8. Quality of Goods – Samples – Technical Consulting - Applications

8.1. The quality of Goods shall exclusively depend upon the product specification of the manufacturer.

8.2. Any samples made available by us as well as our technical and chemical data shall provide a general description of the Goods only. They shall not include a quality or durability warranty and shall not release the Purchaser from inspecting each individual delivery.

8.3. Warranties shall be assumed within the framework of individual, explicit and written (under pain of nullity) agreements only.

8.4. Consultations rendered by us to the best of our knowledge with respect to application technology shall be non-binding and shall not release the Purchaser from inspecting every single delivery as to its suitability for the intended purpose before processing it. The sole responsibility for the use, application and processing of the Goods delivered by us as well as for compliance with applicable safety and security regulations shall lie with the Purchaser.

8.5. Unless explicitly otherwise agreed upon in writing and in advance after having assessed our risks on a case-by-case basis and, in addition, subject to the fulfillment of all applicable requirements, the following use bans shall apply: The Goods sold

and/or delivered by us are not intended (i) for the manufacture of medical products, in-vitro diagnostic medical devices or for use in the pharmaceutical sector; (ii) for the manufacture of arms or any other objects serving to kill or harm human beings; (iii) for the building of air- or spacecraft or their installation in air- or spacecraft and (iv) for safety-critical applications when a failure, if any, of the goods delivered by us in this respect endangers the life or health of human beings.

9. Notices of Defects – Claims for Defects

9.1. The Goods delivered by us shall be carefully inspected immediately after their delivery to the Purchaser or the third person designated by the latter – especially, however, prior to an immediate mixing, blending or processing, if any. With respect to apparent or other defects able to be detected in the course of an immediate careful inspection, they shall be deemed to have been accepted by the Purchaser, unless we receive a written notice of defects (documentary form shall be sufficient) within seven days after delivery. With respect to other defects, the goods shall be deemed to have been accepted by the Purchaser, unless we receive a notice of defects within seven days after the time when the defect became apparent; in the event, however, that the defect would have had been able to be detected by the Purchaser during normal use already at an earlier point of time, this earlier point of time shall be decisive for the commencement of the period for lodging a complaint.

9.2. In case of partial deliveries, clause 9.1 shall apply with respect to each individual partial quantity.

9.3. The written (documentary form shall be sufficient) complaint of the Purchaser must include an exact description of the type and extent of the defect, invoice number, delivery number and photo material - if possible

9.4. A complaint shall not entitle the Purchaser to retain due payments or to refuse acceptance of other deliveries.

9.5. In case of justified complaints submitted in due time, the Purchaser's claims for defects shall initially be limited to the right to request subsequent performance.

9.6. Within the framework of subsequent performance, we shall be entitled to choose between new delivery and subsequent improvement. If there is actually a defect, the costs for subsequent improvement, especially transportation costs, road costs, labor costs and costs of materials, shall be borne by us to the extent provided for by law. Otherwise, we shall be entitled to request the Purchaser to reimburse the costs incurred by us due to the unjustified request for defect elimination (especially inspection and transportation costs), unless the lack of defects was not detectable for the Purchaser. Our right to refuse subsequent performance according to statutory provisions shall remain unaffected.

9.7. If our subsequent performance fails to be successful, the Purchaser shall be entitled to request the purchase price reduction or, at its discretion, to terminate the contract. Claims for damages according to clause 10 shall remain unaffected.

9.8. In case of, any possible claims submitted to the Purchaser by its contractors it shall be assumed that there were no defects at the time of the transfer of risk to the Purchaser if the Purchaser performed or ought to have performed a proper inspection according to clauses 9.1 through 9.3 and did not give notice of any

defects, unless such assumption is incompatible with the nature of the item or defect.

9.9. In the event that the Purchaser asserts recourse claims it must allow itself to be treated towards us as if it had implemented any and all contractual possibilities towards its contract partner which were admissible by virtue of law (e.g. refusal of subsequent performance for reasons of disproportionality or limitation of the reimbursement of expenses to a reasonable amount).

9.10. The warranty period shall amount to one year after delivery of the item, unless mandatory statutory provisions require a longer period of limitation.

9.11. We do not warrant that the product is free of patents or other industrial property rights of third parties.

9.12. In case of Goods which, as agreed, have been sold as goods failing to comply with specifications ("off-grade"), second quality goods, goods of reprocessed material or the like, the Purchaser shall not have any warranty rights due to a material defect.

9.13. The Purchaser is not entitled to any claims under the statutory warranty.

10. Liability

10.1. To the extent that the question of culpability is relevant in the respective context, our liability for compensation of damages shall - irrespective of the legal ground - be limited according to the provisions in this clause 10.

10.2. We shall not be liable in case of simple negligence of our bodies, legal representatives, employees or other persons employed in the performance of our obligations, unless significant contractual duties have been violated. Significant contractual duties shall especially include those obligations the fulfilment of which is a precondition for the proper implementation of the contract and the compliance of which is and may regularly be relied on by the Purchaser.

10.3. To the extent that we are liable for damages on the merits according to clause 10.2, such liability shall be limited to the actual damage (damage as *damnum emmergens*).

10.4. In the event of a liability for simple negligence, our compensation duty shall in case of material damage be limited to the net amount on the invoice for the delivery of the goods covered by the complaint.

10.5. The preceding liability exclusions and restrictions shall to the same extent apply to the favor of our bodies, legal representatives, employees and other persons employed in the performance of our obligations.

10.6. To the extent that we render application-related consulting services and the respective information or consultation does not belong to the contractual scope of services explicitly owed by us, such services shall be rendered as part of the price for the goods and under exclusion of any liability.

11. Confidentiality / Data Protection

11.1. Always provided that it has not otherwise explicitly been agreed upon in writing with the Purchaser, the information submitted to us together with a purchase order shall not be regarded as confidential information, unless the confidentiality is obvious.

11.2. We draw attention to the fact that we will process data (also personal data) concerning the contractual relationship to performance of the contract and reserve the right to forward the data to third parties (e.g. insurance companies) if this is necessary for contract fulfilment. In no case, however, we will make use of such data outside of our company or sell or otherwise disclose them to third parties.

11.3. In connection with data protection, attention is also drawn to the following:

Contact data: We, Albis Polska Sp. z o.o., address: Marcelesińska 90, 60-324 Poznań, phone number: +48/61 842-58-61, e-mail: biuro@albis.com shall be the controller in terms of data protection law. Although Albis Polska Sp. z o.o. has not appointed a data protection officer, you can contact us in any matter regarding the protection of personal data using the above-mentioned data.

Purpose of processing and legal basis: As a contractual precondition for delivery, the Purchaser may be bound to provide us with personal data (hereinafter called "Data"), to performance the contract and delivery.

Such Data shall be processed by us for the purpose of contract conclusion and implementation (inclusive of pursuit of legal claims and claim collection purposes) and registration of the Purchaser in the SAP and CRM on the basis of data protection law provisions (especially on the basis of Art. 6 paragraph 1 b) of the GDPR). In addition, we shall process the Data on the basis of data protection law provisions for the protection of our legitimate interests (especially Art. 6 paragraph 1 f) of the GDPR). The legitimate interests in this context shall – according to the following regulations – focus on the prevention of bad debt losses by third parties or by us as well as in the transmission of information on goods and services to the Purchaser, the Purchaser's satisfaction research, internal controls and shipping a trade magazine.

Data categories: We shall process the following data categories: Master data (such as e.g. company name, where appropriate contact person, address), communication data, contract data, claims data, where appropriate information on payments and defaults.

Third recipients: Always provided that the relevant regulations are complied with, Data may be forwarded to credit agencies in order to avoid bad debt losses by third parties or by us, e.g. in order to collect probability values concerning bad debt losses or in order to forward information on undisputed claims or claims determined with legal effect in connection with which the Purchaser is in default of payment. The credit agencies also store the Data transmitted to them in order to make them available to their contract partners for an assessment of the risk of non-payment of receivables. In this context, however, Data will only be made available if and when the contract partners maintaining a relationship to the credit agency can show a legitimate interest in the transmission of the Data. For debtor search purposes, the credit agency may forward address data. The Purchaser may obtain information on the Data stored about it from the credit agency. In case of debt collection, Data may

be transmitted to the following categories of recipients if this is necessary for collecting the claim: assignees, credit agencies, collection agencies, third-party debtors, residents' registration offices, courts, court bailiffs, attorneys at law. In addition, the Purchaser's data may or will be transferred to the parent company, i.e. Albis Plastic GmbH, suppliers of IT systems and services with whom the Administrator cooperates, and an external advisor, such as a translation agency. In such situations, the transfer of data takes place each time on the basis of contracts for entrusting the processing of personal data in accordance with the requirements of paragraph 28 of the GDPR. Another group of entities to which the Purchaser's data can be transferred are forwarding and transport companies in order to deliver the ordered products to the Purchaser.

Information on products: In compliance with data protection law regulations (especially Art. 6 paragraph 1 f) of the GDPR), we shall make use of Data in order to inform the Purchaser about our other goods and services, if appropriate by mail or electronic means.

Data retention period: We shall delete the Data immediately if and when we are obliged to do so, especially if we are no longer in need of the Data for the purposes for which they were collected and there are no contradicting retention obligations. In the case of the Purchaser's data, the retention period is determined primarily by the requirements of the tax law and the Civil Code (the period necessary to defend against any claims). Irrespective of that, however, inspections whether a deletion of Data is possible shall take place in intervals of three years.

Rights of objection: The Purchaser may at any time raise objections against data processing for the purpose mentioned under "Information on products" by giving us notice to this effect. Irrespective thereof, the data subject shall be entitled to execute a right of objection according to Art. 13 paragraph 2 b) or Art. 14 paragraph 2 c) in conjunction with Art. 21 of the GDPR against data processing according to Art. 6 paragraph 1 f) of the GDPR.

Other rights of data subjects: The data subject shall hold the following rights according to existing statutory regulations (especially the GDPR, Personally Identifiable Information Protection Act): right of information, correction, deletion, limitation of processing and right of data portability. In addition, the data subject shall be entitled to lodge a complaint with the President of the Personal Data Protection Office, address: Stawki 2, 00-193 Warszawa (<https://uodo.gov.pl/>).

Providing personal data by the Purchaser is necessary to conclude the contract, and failure to do so may result in the inability to conclude it.

12. Title Reservation

12.1. Title to the delivered Goods shall be reserved until all our claims against the Purchaser arising from the business relationship, inclusive of claims arising in future from contracts concluded simultaneously or at a later time, have been settled. This shall also apply if claims have been included in a current account and the balance has been drawn and recognized. The Goods as well as the reserved goods taking their place according to the following provisions shall hereinafter be referred to as "Reserved Goods".

12.2. The Purchaser shall be entitled to resell and/or process Reserved Goods in the ordinary course of its business. Processing works, if any, shall be carried out by it

for us without any obligations arising for us in this context. If Reserved Goods are processed together with or are combined or blended with other products, we shall automatically become entitled to a joint ownership share in the new item, viz. in case of a processing of Reserved Goods to a share in the proportion of the value (= gross invoice value including subsidiary costs and taxes) of the Reserved Goods to the value of the other products. In order to provide a security for the case that this ownership acquisition fails to take place, the Purchaser already now assigns its future ownership or – in the aforementioned proportion – its joint ownership in the new item to us.

12.3. As a security, the Purchaser hereby assigns to us any and all claims it is entitled to towards a purchaser or a third party due to a resale of the Reserved Goods – in case that we hold a share in the Reserved Goods, pro rata according to such joint ownership share. The same shall apply to other claims taking the place of the Reserved Goods or otherwise arising with respect to the Reserved Goods, such as e.g. insurance claims or claims arising from unlawful acts in case of loss or destruction. The assignments are hereby accepted by us. Until revoked, the Purchaser shall continue to be entitled to collect such claims also after an assignment. Our right to collect the claims ourselves shall remain unaffected, but we shall not make use of this right as long as the Purchaser properly complies with its payment duties and other obligations. Upon request, the Purchaser shall be obliged to inform us about the assigned claims and the respective debtors, to submit us all information required for collection, to surrender the documents relating thereto and to give the debtors notice of the assignment. We shall have the right to give our own notice of the assignment to the Purchaser's debtors.

12.4. In the event of a behavior of the Purchaser in breach of the contract, particularly in case of a default in payment, we shall be entitled to terminate the contract and the Purchaser shall be obliged to surrender the Reserved Goods to us ("Enforcement Event"). In an Enforcement Event, the Purchaser shall irrevocably grant us unobstructed access to its business and storage premises in order to take possession of the Reserved Goods. At first request on our part, the Purchaser shall also provide us with any and all necessary information and documents concerning the existence of Reserved Goods and assigned claims and to give its customers immediate notice of the assignment of claims.

12.5. To the extent that and as long as there is a title reservation, the Purchaser shall without our consent not be permitted to transfer Reserved Goods or items made of such Reserved Goods by way of security or to pledge them. Conclusions of financing agreements providing for a transfer of our title reservation rights shall be subject to our prior written consent (under pain of nullity), unless such contract obliges the financing institute to pay the purchase price portion we are entitled to directly to us.

12.6. The Purchaser shall be obliged to keep the Reserved Goods in custody at its own expense and risk and with the due diligence of a prudent businessman and to insure them against the customary storage risks.

12.7. We undertake to release the securities we are entitled to according to this Art. 12 upon request of the Purchaser and according to its choice to the extent that the realizable value of the securities exceeds the claims to be secured by more than 20 % or their nominal value by more than 50 %.

12.8. In the event that the title reservation fails to be effective according to the law of the state where the delivered Goods are located, the Purchaser shall upon our request provide another equivalent security. If the Purchaser fails to come up to this requirement, we shall be entitled to request immediate payment of any and all outstanding invoices without taking the payment terms agreed upon into account.

13. Final Provisions

13.1. Place of performance for all obligations arising from the contractual relationship shall be the place of our registered office.

13.2 The applicable law is the law of the Republic of Poland. In matters not covered by the General Terms and Conditions, the relevant provisions of law, including the Civil Code, shall apply. In the event of any disputes related to cooperation with the Purchaser, the competent court is the court in Poznań.

13.3. An ineffectiveness of individual provisions in our General Terms and Conditions of Delivery and Sale shall not affect the validity of such General Terms and Conditions as a whole. If the contract or these General Terms and Conditions of Delivery and Sale include regulatory gaps, these gaps shall be deemed to be filled by such legally effective provisions the contract parties would have had agreed upon in line with the economic goals of the contract and the purpose of these General Terms and Conditions of Delivery and Sale had they been aware of such regulatory gap.

Poznań, 01.02.2021