

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE

- a. All deliveries of Goods and/or the provision of Services by Starlim North America Corporation (hereinafter called "starlim") shall be made exclusively on the basis of these General Terms and Conditions of Sale (hereinafter called "Terms"). These Terms shall form part of all agreements entered into between starlim and its contractual partners (hereinafter called "Purchaser") with regard to deliveries of Goods offered by starlim. In this context, Goods shall be
 - Elastomeric, thermoplastic, metallic or other products or a combination of these (hereinafter called "Products");
 - Forming tooling inserts (hereinafter called "Inserts").
- b. If the Purchaser uses conflicting, deviating or supplementary conditions, their applicability to Starlim is excluded, even if Starlim does not expressly contradict to them. Execution of a contract, however, shall not be classified as acceptance of conflicting, deviating or supplementary Terms.
- c. These Terms shall also apply to future deliveries or services offered to the Purchaser, even if not being referred to explicitly and if agreed upon in previous deliveries.
- d. The contractual relationship between starlim and the Purchaser is governed by these Terms and any other agreements. Amendments, side-agreements, reservations and supplements must be in writing to be legally effective, unless expressly agreed otherwise in these Terms. This also applies to the agreement to deviate from the written form.

2. OFFERS AND CONCLUSION OF CONTRACT

- a. All offers made by starlim are subject to change without notice and non-binding.
- b. A contract shall enter into force only, by starlim providing a written (incl. e-mail) order confirmation, shipping the Goods or providing the Service. Any special agreements, even with starlim's sales representatives shall enter into force only by starlim's written confirmation.
- c. Any documents of quotation or project, drawings, samples, software, execution documents, etc. have to be treated as strictly confidential and may not be copied or made available to third parties without prior approval by starlim. Starlim reserves all rights thereto. They may be claimed back at any time and have to be remitted to starlim, if the contract is not awarded.
- d. All information provided in folders, price lists, exhibitions, mailings, or other media, like websites etc. or other written or oral information on starlim's Goods and Services are non-binding, unless explicitly confirmed otherwise by starlim in writing.
- e. Cost estimates made by starlim may not be claimed for completeness or accuracy.
- f. Subsequent changes or amendments to the contract must be in writing signed by starlim's authorized representative. Purchaser's Terms shall not apply unless starlim has explicitly agreed to their applicability in writing.

- g. In case of call-off orders, starlim is entitled to purchase the raw material and to manufacture the Products for the entire order, unless otherwise agreed in written.

3. PRICES

- a. The prices apply for the scope of delivery or services specified in the offer. Any changes thereof will be charged separately.
- b. All prices are based on the costs effective on the date of quotation by starlim. If the conditions underlying the pricing, in particular due to changes in labour costs, tariffs, costs of raw materials and/or energy, etc., increase by the time of delivery, starlim is entitled, at its reasonable discretion, to adjust the prices accordingly.
- c. Unless explicitly agreed otherwise, the prices shall be in EUR EXW (acc. to Incoterms 2020) starlim's premises, exclusive of packaging, loading and VAT. Custom duties, taxes, charges, and similar levies shall be paid by Purchaser. If delivery is agreed, the extra costs – including any requested insurance fee – shall be invoiced separately. In no case, unloading or any further transport shall be included. starlim shall not take back any packaging, unless agreed otherwise in written.
- d. In the case of repair requests, the services identified by starlim as appropriate will be provided and charged on the basis of the time and effort incurred. This also applies to services and additional services whose expediency only becomes apparent during the execution of the repair request, whereby this does not require any special notification to the contracting Purchaser.

4. DELIVERY

- a. Unless explicitly agreed otherwise in the order confirmation or contract, all delivery periods shall be non-binding and approximate.
- b. If the order is – for any reason – amended, the delivery period shall be extended accordingly.
- c. The delivery period shall commence with the latest of following dates:
 - Order confirmation date;
 - The date, the Purchaser has met all technically and commercially relevant preconditions;
 - The date, starlim has received agreed down-payment or other security.
- d. If starlim is unable to fulfil its obligations due to unforeseeable or unavoidable circumstances or circumstances for which starlim is not responsible, such as force majeure, war, riots, acts of terrorism, operational disruptions, embargoes, sanctions, sovereign or official measures and interventions, fire, flooding, pandemics, energy and raw material supply difficulties, e.g. due to the failure of a supplier who is difficult to replace, strike, obstruction of transport routes, or delays in customs clearance, starlim will be released from its obligations for the duration and to the extent of the disruption, even if starlim is already in default. The delivery and performance period will be extended to a reasonable extent for the duration of the disruption, plus a reasonable start-up period. Starlim will inform the Purchaser of the circumstances of the impediment and

the expected duration of the delay. If the end of the disruption is not foreseeable or if it lasts longer than 3 months, each party will be entitled to withdraw from the contract with respect to the affected scope. In this context, it is irrelevant whether these circumstances occur at starlim itself or at one of its suppliers or subcontractors.

- e. Starlim reserves the right to correct and timely self-delivery with regard to raw materials and other vendor parts from its suppliers. In the event of incorrect or untimely self-delivery by its suppliers, starlim is therefore entitled to withdraw from the contract in whole or in part, insofar as it has concluded a congruent supply agreement. Any payments already made by the Purchaser will be refunded immediately. Starlim will inform the Purchaser accordingly without delay.
- f. If delivery is delayed, the Purchaser shall not have the right to claim for damages, unless starlim has caused it by willful act or gross negligence.
- g. If the contract cannot be fulfilled by circumstances which are not starlim's fault, starlim is released from its obligation. In this case, the Purchaser shall not have any claim for damages.
- h. Partial and advanced delivery shall be admissible. In case of call-off orders this call-off shall be effective 6 months after date of order at the latest.
- i. If delivery is postponed at Purchaser's request after readiness for shipment has been reached, starlim shall be entitled to charge cost of storage in the amount of 1,5 percent of the invoiced amount per month or part thereof.

5. BEARING THE RISK AND PLACE OF FULFILLMENT

- a. The risk shall pass over to the Purchaser, when the Goods are ready for delivery at starlim's facility, even if they are handed over to the carrier. Delivery, loading and unloading shall always be at Purchaser's cost and risk. This shall also apply in case of partial deliveries and if the transport is done or organized by starlim.
- b. Place of fulfillment shall always be starlim's location at 325 Tartan Drive, London, ON, Canada, N5V 5J6, even if delivery shall happen in a different place.

6. PAYMENT

- a. Unless agreed otherwise in written, payment shall be effected as follows:
 - Inserts: 40% at order placement, 40% at initial sampling, 20% after invoice date; all payments net plus VAT.
 - Products: 100% within 14 days from invoice date; net plus VAT.
- b. Payments have to be effected in EUR to starlim's account. All charges and expenses shall be covered by the Purchaser.
- c. Payment is effected on the date it is credited to starlim's account.
- d. The Purchaser shall not have the right of retention and set-off in case of warranty - and other claims.
- e. If the Purchaser does not effect payment within the agreed period, starlim shall be entitled to hold back deliveries, to invoice any accumulated claims and to demand immediate payment and default interest in the amount of 8% per annum above the base interest rate plus VAT, unless starlim can prove higher costs. All costs

incurred in connection with the default, such as expenses for reminder, collection, storage costs and – if any – lawyer's fees. The contract shall only be canceled, if explicitly declared by starlim in writing.

7. RETENTION OF TITLE

- a. starlim reserves the ownership on all its delivered Goods until complete payment including interests and costs has been effected, even if the Goods are sold, amended, processed or fixed to the Purchaser's property.
- b. The Purchaser shall assign to starlim – and starlim accepts this assignment – any and all further claims and rights arising from the resale of the Goods against the Purchaser or a third party, irrespective of whether the Goods to which title has been retained are resold without or after further processing or conversion. Until full payment for the Goods, the Purchaser has to apply a notation in his books or on the invoices and inform the debtors about this assignment. Starlim shall be entitled to demand hand-over of all necessary documents necessary for enforcing the assigned claims.
- c. Until full payment for all of starlim's claims, the Purchaser shall not be entitled to assign the Goods or to burden them with any debts. In case of distraint, the Purchaser shall be obliged to inform of starlim's retention of title and to advise starlim without delay.
- d. starlim shall be entitled to demand immediate restitution of the delivered but not fully paid Goods, if the Purchaser does not fulfill his payment-obligations on time and fully, or if insolvency proceedings over the Purchaser's assets are opened or filed. The same shall apply in case of rejection of a respective application due to lack of funds, if the Purchaser suspends his payments or if he tries to achieve an extrajudicial compensation with its creditors. Any return shall only be deemed a rescission from the contract subject to our express confirmation. starlim reserves the right to claim damages from non-performance. The buyer shall bear all costs and expenses arising.

8. RETENTION OF GOODS

- a. starlim shall have the right to withhold the Goods until payment of **all his open claims** have been settled by the Purchaser.
- b. The same lien shall apply, even if the claims are not yet due, if insolvency proceedings against the Purchaser's assets have been opened or filed. The same shall apply in case of rejection of a respective application due to lack of funds, if the Purchaser suspends his payments, if he tries to achieve an extrajudicial compensation with his creditors or execution into the Purchaser's assets failed (even by third parties).

9. QUALITY, WARRANTY

- a. The Goods and/or other Services shall have the agreed quality upon delivery; the agreed quality shall be defined by the details in our quotations respectively the specifications agreed in writing and, if applicable, by the prototypes and/or samples released by the Purchaser (if a production release has been agreed).
- b. Starlim does not warrant the suitability of the Goods and/or other Services for specific purposes pursued by the Purchaser (even if these are included in a specification of the Purchaser), unless starlim has expressly warranted in writing the suitability of the Goods (including the material from which the Goods will be



- manufactured) and/or other Services for the intended purpose. It is the sole responsibility of the Purchaser to examine whether Goods and/or other Services that meet the agreed specifications are suitable for a particular purpose and for the nature its of use. A warranty for the usual use and/or for a usual and expected condition of the Goods and/or other Services is furthermore expressly excluded.
- c. If the Goods and/or other Services are manufactured on the basis of the information, drawings, plans, models or other specifications of the Purchaser, starlim only warrants the adequate execution. Starlim shall not be obliged to examine the accuracy of the specifications and other documents submitted by the Purchaser. Any design or construction responsibility of starlim for the Goods and/or other Services is excluded.
 - d. Warranty claims derived from information provided in catalogues, brochures, price lists, advertisements, exhibitions, mailings, or other media, like websites etc. shall not be accepted and such information is in no way to be regarded as guarantees for a special quality of the Goods and/or other Services.
 - e. Starlim shall be obliged, upon compliance with the agreed terms of payment and in accordance with the present Terms, to remedy a defect that exists at the time of delivery. The Purchaser shall always prove the existence of defectiveness at the time of delivery. If notified in this way, starlim shall be entitled at its own discretion:
 - To remedy the defect on-site;
 - Have the Purchaser send the Goods for remedy at its own cost to starlim;
 - To substitute the defect Goods; or
 - To grant a reasonable price reduction.
 - f. The warranty period is 12 months and shall commence at the transfer of risk date, unless agreed otherwise in writing, even if the Goods are fixed to a building or other premises.
 - g. The Purchaser shall inspect the Goods immediately – maximum within 5 days – after receipt for defects and notify starlim in writing of the potential defects. Discovered or apparent defects claimed after this period shall not be accepted by starlim.
 - h. No warranty shall be accepted for claims resulting from improper use ;in case of non-compliance with legal rules or starlim’s manuals; improper assembly or commissioning by Purchaser or third party; natural wear and tear; incorrect transport, handling or storage; chemical or electrical effects; or in case of non- or inadequate maintenance or service.
 - i. The warranty shall expire with immediate effect, if the Purchaser reworks or engages a third party to rework the Goods without starlim’s prior written consent.
 - j. If it becomes apparent that a complaint is unfounded and the Purchaser has recognised this or has negligently failed to recognise this, the Purchaser must compensate starlim for the expenses incurred for the inspection.

10. WITHDRAWAL FROM CONTRACT

- a. In case of delayed deliveries, the Purchaser shall be entitled to withdraw from the contract.
 - after setting a new appropriate deadline in writing; and

- starlim not delivering the Goods within this deadline; and.
- The delay is caused by starlim’s willful act or gross negligence.

The withdrawal shall be declared by registered letter.

- b. Notwithstanding its other rights, starlim shall be entitled to withdraw from the contract, if
 - The delivery of the Goods is delayed or impossible for reasons beyond starlim’s control;
 - starlim becomes aware of circumstances which may impair the Purchaser’s creditworthiness and he – on starlim’s request – did not effect advance payment or provide a suitable security.

In these cases, starlim shall be entitled to claim all damages and loss of profit caused by this withdrawal.

In these cases, starlim shall also be entitled to withdraw from an open part of the delivery.

- c. If an application for opening of insolvency proceedings are filed over the Purchaser’s assets, starlim shall be entitled to request fulfillment of the contract against provision of suitable security or rescind the contract with immediate effect.

11. LIABILITY

- a. Beyond the provisions of theProduct Liability Acts, starlim’ liability shall be limited to cases of willful acts and gross negligence only. In case of gross negligence, starlim’s liability shall be limited to the amount of EUR 500.000.–. For loss of profit, starlim shall be liable only in cases of willful acts.
- b. starlim’s liability in cases of slight negligence, damages caused by breakdowns, loss of data, loss of interest, as well as third party claims is excepted. Liability for compensation damages and financial loss shall be limited to results of physical damage and personal injury. Even then, damages and costs resulting from callbacks shall not be reimbursed.
- c. The Purchaser shall always prove starlim’s default.
- d. In the event of non-compliance with any conditions for installation, commissioning and use, any compensation for damages shall be excluded.
- e. Assertion of damages for non-fulfillment in lieu of warranty claims is explicitly excluded.
- f. starlim’s liability for damages shall be limited by the amount of agreed penalties.

12. INTELLECTUAL PROPERTY RIGHTS

- a. All and any intellectual property rights, such as in particular copyrights, industrial property rights, know-how, software, processes, execution documents, such as plans, sketches, other technical documents, instructions, samples, prototypes, catalogues, brochures, illustrations, and the like are the exclusive property of starlim or starlim’s licensors and are subject to the relevant legal provisions regarding reproduction, imitation, competition, etc.
- b. The Purchaser shall indemnify and defend starlim against claims, liabilities, damages etc. arising out of the actual or alleged infringement by the Goods of a third-party Intellectual Property Right, if the Goods are produced by starlim according to Purchaser’s engineering- specification, drawings, models or other

specification. In particular, starlim shall not be obliged to check if any of the documents, specifications and the like submitted by the Purchaser infringe any Intellectual Property Rights.

13. PRIVACY

- a. starlim shall be entitled to record, transfer, edit or delete the Purchaser's personal data within the scope of the cooperation.
- b. Both parties agree to absolute confidentiality in connection with the scope of the cooperation and shall not disclose any confidential information to third parties.

14. COMPLIANCE

- a. The Purchaser commits to act responsibly in accordance with the highest ethical standards and to adhere to at least equivalent principles as set forth in the Code of Conduct of the starlim-sterner Group (available at www.starlim-sterner.com/compliance). In particular, the Purchaser itself undertakes to implement regulations and measures that meet the standard of this Code of Conduct.
- b. Starlim reserves the right to audit the Purchaser with regard to its compliance with at least equivalent principles and guidelines as set forth in the Code of Conduct (in particular with regard to the human rights and environmental protection-related provisions contained therein) upon reasonable notice. The Purchaser shall grant starlim or its representatives the right to conduct on-site audits at the Purchaser's locations. The audits shall be carried out in close coordination and cooperation with the Purchaser and in due observance of any business secrets and in compliance with the applicable data protection laws. The Purchaser must ensure a satisfactory follow-up of the findings made during this audit and take the agreed corrective measures.
- c. The Purchaser shall make every effort to ensure that its vicarious agents and contractual partners also comply with these principles and that they introduce appropriate regulations or measures.
- d. A failure to comply with these provisions and/or the Code of Conduct or a failure to implement specified measures constitutes a breach of a material contractual obligation of the Purchaser. Without prejudice to further rights, starlim therefore reserves the right, in case of suspicion or determination of non-compliance, to request information about the facts and, if necessary, to request appropriate remedial measures, granting a reasonable period of time. If such requested information and/or remedial measures are not provided or if the violation is serious, starlim reserves the right, without prejudice to further rights, to terminate any or all contractual relationships with the Purchaser without notice.

15. FINAL PROVISIONS

- a. If any provision of the contract of these Terms is held invalid, void, unenforceable for any reason, all other provisions shall remain valid to the extent permissible under statutory provisions. Any invalid provision shall be substituted by a valid one, which comes close to the intended purpose.
- b. If these Terms do not provide for a regulation, the statutory provisions shall apply.

- c. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario, Canada. Starlim is entitled, however, to submit claims also to the competent court for the Partner.
- d. The contract shall be subject to Laws of Ontario. Applicability of the conflict of laws ("International Private Law") as well as the United Nations Convention on the International Sale of Goods shall be excluded.