

General Terms and Conditions of Polytan GmbH

I. Scope

1. These General Terms and Conditions ("T&Cs") shall apply for all our business relations with customers. They shall apply in particular for contracts for the sale and delivery of movable items ("Goods") and the performance of services such as the execution of orders as sole contractor or subcontractor in the construction of sports and other facilities with synthetic turf and/or synthetic surfaces ("Services", together "Goods and Services").
2. These T&Cs shall apply exclusively. We do not recognise varying or conflicting conditions of the customer or client, particularly those concerning guarantees and contractual penalties, which are hereby rejected unless we have expressly consented to them in writing.
3. These T&Cs shall also apply for all future business between the customer and us even if we provide Goods or Services in the knowledge of varying or conflicting terms.
4. These T&Cs apply only to entrepreneurs, legal persons under public law and special funds under public law.

II. Conclusion of Contract

1. Our quotations are subject to confirmation and are non-binding unless they are expressly identified as binding or include a specific acceptance period.
2. The customer's purchase order will be deemed a legally binding offer to conclude a contract. Unless otherwise indicated therein, we may accept this offer within 10 working days of receipt.
3. Our acceptance will be given by written declaration (e.g. our confirmation of order or our notification of readiness for dispatch/collection). The content of the written declaration shall prevail for the content of the contract.
4. Declarations and notices of legal relevance which the customer submits to us after conclusion of the contract (e.g. notice of time limits, warnings, notification of defects) must be made in written or text form (e.g. letter, email, fax) in order to have effect.

III. Supplementary Provisions for the Supply of Goods

1. Unless otherwise agreed, EXW Incoterms (2020) Burgheim applies for all our supplies (e.g. synthetic turf). If an acceptance procedure is agreed, the risk will not pass to the customer until acceptance.
2. We will only insure Goods against theft, damage in transit, fire or water damage or other insurable risks if expressly agreed with the customer, and then solely at the customer's expense.
3. In derogation of paragraph 1, and only if agreed with the customer, we will ship the Goods to the destination indicated by the customer. Shipping – including packaging – will be at the customer's expense. In the cases set out in this paragraph, the risk shall pass to the customer upon receipt by the customer of our notification of readiness for dispatch or – if the contract does not make provision for the latter – not later than upon handover of the Goods to the forwarder, carrier or other transporter. This shall apply even if partial deliveries are made or we have also assumed services.
4. If the customer falls behind with acceptance obligations or neglects a requisite duty of cooperation, or if our Service is delayed for other reasons for which the customer is responsible, we shall be entitled to claim compensation for the losses, including additional expenses, incurred in this respect (e.g. for storage).
5. If it has been expressly agreed with regard to the supply of Goods that an acceptance procedure is to take place, the following shall apply with acceptance:
 - a. the customer's warranty rights are excluded if the customer does not expressly reserve these rights at the time of acceptance;
 - b. the customer bears the burden of proving that the Goods are defective;
 - c. the limitation period for warranty rights is set in motion;
 - d. the customer's free right of termination ends;
 - e. the compensation risk passes to the customer; and
 - f. the right to compensation becomes due.

The Goods will be considered accepted with the consequences pursuant to points b) to f) of the first sentence not later than when

- a. delivery and, insofar as we also owe installation or a similar service, installation or the similar service has been completed;
- b. we have notified the customer of this without delay upon completion and have requested acceptance by the customer;
- c. (i) 10 working days have elapsed since delivery or since completion of the installation or similar service, as the case may be, or (ii) the customer has begun to use the Goods and 5 working days have elapsed since delivery or since completion of the installation or similar service; and
- d. the customer has neglected to carry out the acceptance procedure within the specified period of time for a reason other than a defect notified to us which makes impossible or materially impairs the use of the Goods.

IV. Supplementary Provisions for the Performance of Services

1. Scope of the Services
 - a. Services within the meaning of these T&Cs are in particular the installation of synthetic turf and synthetic surfaces (together "Surfaces").

The scope of the Services to be performed by us will be agreed with the customer on a case-by-case basis.

- b. The Services will be executed in accordance with the specifications described in the confirmation of order. Should preliminary or additional services (e.g. enabling access to the areas) or changes in quantity be required in order to execute the Services ordered by the customer, these must be compensated additionally.
 - c. Changes requested by the customer after confirmation of the order in respect of the specifications of the Services, the quantity or the agreed date of performance shall require written agreement and must be compensated by the customer in accordance with the supplementary quote in the case that we agree to a change. We will not be obliged to accept changes requested by the customer.
2. Acceptance
 - a. Regardless of whether the Service is for work or services, the parties agree that an acceptance procedure for the Service is required immediately after we have completed the Service. The customer shall ensure that a person authorised to make a declaration of acceptance is available at the place of performance on completion of the Service. In the relationship with us the person provided by the customer for this purpose will be deemed authorised by the customer to make the declaration.
 - b. If, despite our request, the customer neglects to send a person to the place of performance who is authorised to make a declaration of acceptance, the Service will be deemed accepted without reservation upon completion. Subsequent complaints by the customer are excluded. Acceptance will also be deemed declared if the Surface or other services are used without reservation.
 - c. The customer or its representative must advise of and record in a written report any damage that in the customer's view has been caused by the execution of our Services. Subsequent complaints by the customer are excluded.
 3. Customer's duty of cooperation
 - a. The customer shall fulfil all duties to cooperate and to provide equipment and services that are necessary for the performance of our Services, in particular
 - i. instructing our employees on site in the facilities and special features. Should instruction only be provided by telephone or in writing and the conditions found by our employees on site differ, the Services must still be compensated by the customer in accordance with the confirmation of order;
 - ii. granting our employees unhindered access to the facilities necessary for performance of the Services and ensuring that the areas to be worked on are freely accessible for the machines and equipment necessary for performance of the Services. The customer must advise us in the purchase order of any work that may be required in order to gain pedestrian or vehicular access to the areas. All costs (e.g. for a second approach road) incurred because an area is not accessible for our employees and/or the machines necessary for performance of the Services shall be borne by the customer;
 - iii. making energy (power, water, etc.), on-site means of disposing of the waste water, all installations and parking spaces for service vehicles available to our employees;
 - iv. installing protection for adjacent facilities (if necessary); and
 - v. providing the documents and information in the customer's possession which are necessary for performance of the respective Services.
 - b. The following shall apply additionally for synthetic turf and synthetic surfaces:
 - i. Our calculations are based on the standards indicated in our quotes, sufficient site access and storage facilities on site, even if no express reference is made to this in the quote.
 - ii. A flat surface in perfect condition ready for installation must be handed over before the start of our work.
 - iii. A line-marking plan approved by the client/end customer and the pitch dimensions must be submitted not later than 10 days after the order is placed.
 - iv. Any delay in the handover of the flat surface, dimensions or line-marking plan shall release us from our duty to complete the synthetic surface on time.
 - v. Our Services are heavily dependent on weather conditions. Execution dates are therefore not binding and will – even in the case of a binding agreement in the individual case – be extended automatically by the number of bad weather days on which execution was not possible or advisable.
 - c. To the extent and for as long as the customer does not fulfil its duties to cooperate and to provide equipment and services, we shall be released from our respective dependent duties to perform. In this case the customer shall reimburse us for all costs and losses (e.g. futile costs or costs for a second access road) incurred on the basis of the culpable

non-fulfilment of its duties to cooperate and to provide equipment and services.

4. Existing damage to the customer's facilities
 - a. The customer has a duty to advise us of any existing damage to its facilities before we commence our work.
 - b. We will not be responsible for damage arising in the course of performance of the Services or attributable to existing damage which we could not have identified within the scope of a visual inspection or of which we had not been advised by the customer.
5. Exclusions of services

Unless expressly agreed with the customer, the following services are not covered by the agreement and must be compensated separately: care and cleaning, maintenance and inspection of the sports facility, consequential costs arising from improper care and exclusion of warranty in the case of improper care.

V. Subcontractors

We shall have the right to have Goods and Services also performed by third parties.

VI. Prices and Payment Terms

1. The following prices apply:
 - a. Supply of Goods

Unless otherwise agreed, our net prices prevailing at the time the contract is concluded plus statutory value-added tax shall apply for the supply of Goods. Prices are EXW Incoterms (2020) Burgheim and are quoted exclusive of any cost of insurance, transport and packaging and exclusive of any other taxes and charges unless otherwise agreed.
 - b. Performance of Services

For the performance of Services, the prices set out in our confirmation of order plus statutory value-added tax shall apply. Discounts are excluded unless agreed in writing.
2. Payments shall be made within 14 calendar days of delivery or acceptance, where relevant, and receipt of the invoice. Adherence to the payment term shall be governed by the date payment is received. If and to the extent that special arrangements (e.g. partial payments according to progress) have been made with the customer, these special arrangements shall take precedence.
3. The customer is only entitled to set off and assert a right of retention if its counterclaim is undisputed, has been declared final and absolute or is mutually related to the main claim. Retentions due to minor defects are not permitted. Other retentions are only permitted to the extent that the customer can withhold a reasonable part of the compensation in the case of a not merely minor defect. Reasonable is normally to be understood as twice the costs necessary to remedy the defect.
4. We shall have the right to refuse our outstanding Goods and Services within the contractual relationship if it becomes apparent after conclusion of the contract that our payment claim under the respective contractual relationship is endangered by the customer's lack of ability to perform. Our right to refuse performance will lapse if the payment is made or security is furnished for it. This shall be without prejudice to our other statutory rights in this case.
5. We shall not be bound to furnish securities such as performance or warranty bonds. Any such obligation shall require our express written consent.

VII. Delivery Periods, Force Majeure

1. Delivery time/deadlines and execution and completion dates that we suggest for Goods and Services ("**Delivery Periods**") shall always be considered only approximate and without obligation. This will not apply if a fixed Delivery Period has been promised or agreed in writing.
2. If it becomes apparent to us that it may not be possible to meet a Delivery Period, we will notify the customer of this without delay and advise of the expected new Delivery Period.
3. We shall not be liable for the impossibility of or delay in performing our Services if these circumstances are founded on force majeure or other events that could not have been foreseen at the time the contract was concluded and for which we are not responsible (e.g. business interruptions of any kind, pandemics, fire, natural disaster, weather, flood, war, riot, terrorism, transport delays, strikes, lawful lock-outs, lack of workers, energy or raw materials). Given the heavy dependence of our Services on the weather, bad weather days shall likewise be considered force majeure. The failure of one of our suppliers to supply us correctly or in time shall also constitute such an event if we are not responsible for this and had agreed a matching cover transaction with the respective supplier at the time the contract with the customer was concluded or we agree the matching transaction immediately after the business with the customer.

In the case of such events the Delivery Period shall automatically be extended by the duration of the event plus a reasonable ramp-up time. We shall further be entitled to withdraw from the contract if such events make it materially more difficult or impossible for us to perform the Service and they are of more than

temporary duration. If it is no longer conscionable for the customer to accept the Service on account of the delay arising as a result of such an event, it may also withdraw from the contract by immediate written declaration; unconscionability is only to be assumed if the anticipated new Delivery Period is later than 30 calendar days after the delivery date originally proposed or is not foreseeable.

4. Delivery Periods will be extended automatically to a reasonable extent if the customer does not meet its contractual obligations or other obligations or duties to cooperate.
5. This shall be without prejudice to our statutory rights, in particular those concerning any exclusion of our duty to perform, e.g. due to impossibility, and on account of the customer's delay in acceptance or performance.
6. Changes to Delivery Periods or other dates at the customer's request shall require our prior written consent. The customer shall reimburse us for costs (e.g. storage costs) we incur as a result of such changes.

VIII. Reservation of Title

1. The reservation of title agreed herein serves to secure both our claims against the customer under the respective contractual relationship and our current account balance claims existing at the time the respective contract is concluded (together the "**Secured Claims**").
2. The Goods we supply to the customer shall remain our property until all Secured Claims have been settled in full. These Goods and the items which enter in their place in accordance with the following conditions and are likewise covered by the reservation of title are referred to hereinafter as "**Reserved Goods**". If we deliver the Reserved Goods to a place outside Germany, the customer shall be bound to meet without delay and at its own expense any and all local statutory requirements for the establishment and maintenance of our reservation of title. If the applicable law does not permit reservation of title to the Reserved Goods, but does permit the reservation of similar rights, we shall be entitled to assert these rights. The customer undertakes to support all measures to protect the title to or security interests in the Reserved Goods.
3. The customer shall preserve the Reserved Goods for us free of charge. It must treat them with care and shall at its own expense insure them against damage sufficiently and at the replacement value.
4. The customer shall not have the right to pledge the Reserved Goods or assign them as collateral. In the case that the Reserved Goods are attached by third parties or in the case of other third-party access, the customer must advise of our title and inform us in writing without delay so that we can pursue our ownership rights. If the third party does not reimburse us for the court or out-of-court expenses incurred in this regard, the customer shall be liable to us for them.
5. The customer will have the right to use, process, combine and mix the Reserved Goods in the ordinary course of business until the enforcement event (paragraph 9) occurs. It is likewise entitled to resell the Reserved Goods in the ordinary course of business.
6. For the case of resale, the customer hereby assigns the resulting claims against the purchaser to us as security for the purchase price claim. We hereby accept the assignment.
7. If the Reserved Goods are combined, mixed or commingled with other items not belonging to us, we shall acquire joint title to the newly created item in the ratio of the value of the Reserved Goods (gross invoice value) to the value of the other combined, mixed or commingled items at the time of combination, mixing or commingling. If the Reserved Goods are to be regarded as the main item, we shall acquire sole title. If one of the other items is to be regarded as the main item, the customer hereby transfers the proportionate joint title to the single item to us in the above ratio to the extent that the main item belongs to it. We hereby accept this assignment. The customer shall preserve our sole title or joint title to an item that is created in accordance with the above regulations for us free of charge.
8. We authorise the customer to collect the claims assigned to us in its own name and for our account. If the customer does not duly fulfil its obligation to pay, we shall have the right to revoke the authority to collect and to assert the claims ourselves. If we revoke the authority to collect, the customer shall be bound to inform the debtor of the assignment of the claim.
9. If we withdraw from the contract in accordance with statutory provisions because the customer has behaved in breach of contract – in particular because of default in payment – we shall have the right to demand that the customer return the Reserved Goods ("**Enforcement Event**"). Our demand for return shall also constitute declaration of withdrawal if such a declaration has not already been made. The customer shall bear the transport costs incurred for return.
10. If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the customer's request.

IX. Warranty for Defects

1. The rights of the customer in the event of material defects or deficiencies in title shall be governed by statutory provisions to the extent that these T&Cs do not determine other or additional provisions.
2. Unless otherwise expressly agreed, our Goods only need to meet the statutory requirements applicable in Germany and the customer alone is responsible for integrating the Goods into the structural conditions prevailing for the customer.
3. We do not offer any warranty for the area provided by the customer or the substrate. The customer therefore does not have any claims against us to make good damage attributable to the area or substrate, such as subsidence of the substrate, cracks in connections or lack of adhesion of the Surface to the customer's existing substrate.
4. In all cases the customer shall give us the time and opportunity needed in order to inspect notifications of defects and other complaints and to effect supplementary performance and shall in particular make the Goods concerned available to us or – in the case that they are permanently fixed in position – enable access to them for the above purposes.
5. Should a fault actually exist, we will bear the expenses incurred for the purposes of inspection and supplementary performance, in particular the costs of transportation, travel, labour and materials. The supplementary performance shall include neither removal of the defective item nor renewed installation of the perfect item if we were not originally obliged to install. Should a request by the customer for remedial action prove to be unjustified, we may demand reimbursement from it for the costs incurred as a result.
6. If the supplied item is defective, we will first have the right and duty to choose within a reasonable period between supplementary performance in the form of removal of the defect or delivery of a perfect item. In the case of replacement, the customer shall return the item to be replaced to us in accordance with statutory provisions.
7. No warranty rights for pure services shall exist.

X. Liability

1. Unless otherwise determined in these T&Cs, we will be liable in accordance with statutory provisions in the case of a breach of contractual and non-contractual duties.
2. We will have unlimited liability – irrespective of legal grounds – for intent and gross negligence and for claims arising from loss of life, physical injury or damage to health.
3. In the case of slight negligence, we shall only be liable in the event of a breach of a material contractual duty ("**Cardinal Duty**") and our liability shall be limited to the typical loss foreseeable at the time the contract was concluded. A Cardinal Duty within the meaning of this paragraph is a duty the fulfilment of which makes performance of the contract possible in the first place and on the fulfilment of which the other party may therefore regularly rely.
4. Liability in the case of ordinary negligence shall be limited in amount to the respective contract value.
5. This is without prejudice to any liability for guarantees offered and for claims brought on the basis of the German Product Liability Act (ProdHaftG).
6. Insofar as our liability is excluded or limited in accordance with the above paragraphs, this shall also apply for the personal liability of our institutions, legal representatives, executives, employees and vicarious agents.
7. We shall not be responsible and will not accept any liability for damage to the areas or other objects of the customer or to the Surfaces which occurs during performance of the Services due to external influences. Such external influences may include (i) prior damage such as cracks, (ii) improper care and cleaning (such as displacement of the turf system or discharge of the infill through snow clearance, for instance), (iii) improper use (exposure to heavy loads during events, use as a helicopter landing site, etc.).
8. In the case of a general contractor or subcontractor relationship with us, the customer shall also be answerable for the culpability of its principal and vicarious agents.

XI. Applicable Law and Place of Jurisdiction

1. Business relations between us and the customer shall be governed solely by the law of the Federal Republic of Germany. The UN Sales Convention (CISG) shall not apply.
2. The sole venue for all disputes arising from or in connection with the business relationship between us and the customer shall be the courts competent for our head office. However, we shall have the right to take legal action against the customer at its place of business. This shall be without prejudice to mandatory statutory provisions on sole places of jurisdiction.