

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

ALL-CONTAINER GmbH

Clarifications needed

These general terms and conditions of sale and delivery apply to all our deliveries and contracts with our customers, be they natural persons, legal entities or public administration entities, in accordance with applicable commercial law.

By using our services or placing an order for containers or other products and services, the customer accepts, acknowledges and agrees to these conditions.

In the absence of a written agreement modifying the contractual terms and conditions, they will also apply to subsequent transactions, overriding any divergent purchase terms suggested by the customer.

1. Conclusion of contract, offers and documentation, scope of supply

1.1. Our offers can be unilaterally modified until the contract is signed, or the order acceptance is confirmed and are considered as order requests. Sales contracts are concluded exclusively in writing, including our offer to the customer and our acceptance of the customer's order. Any agreements prior to the conclusion of the contract and not included in the contractual documentation or accompanying documents shall not be considered valid and shall not be accepted or enforceable, unless they are set out and accepted in writing. Additional agreements and subsequent requests and additions, particularly those relating to the technical part, delivery dates and prices, must be confirmed in writing by both parties and kept as evidence.

1.2 The technical documents, such as plans, designs, estimates, samples and catalogs used, shall remain the property of the supplier as an integral part of the tender. Any use, replication, reproduction, distribution, transfer to third parties, publication or modification of these documents is strictly prohibited without ALL-Container's prior written consent.

1.3 Drawings and sketches supplied to customers are schematic representations for illustrative purposes only and should not be relied upon, particularly for technical designs. The technical description and the offer shall take precedence in clarifying any possible misunderstandings. Any technical documentation, any certificates or other approvals, required by the customers for their own needs or in their relationship with third parties, for obtaining any possible authorizations or for any other purpose, must be expressly requested in writing, before signing the contracts, subsequent requests are not binding for All-Container as supplier.

1.4 The special quality of our materials and goods is only guaranteed if we have explicitly declared and confirmed this in writing. Technical specifications, including standards and regulations as well as descriptions in offers and brochures, technical application information and recommendations, are only indications based on our knowledge and perceptions of the goods, subject to the contract or obtained from manufacturers and do not constitute a guarantee of quality.

2. Delivery conditions

2.1 Delivery times: Delivery time starts to run from the date ALL-Container sends the order acceptance confirmation to the Customer.

2.2. Terms of delivery: Delivery is considered Ex-Work, indicated location or ALL-Container indicated warehouse.

2.3 Transfer of Ownership: Ownership of the goods shall not pass to the customer until the customer has paid the purchase price in full and has fulfilled all other obligations arising from the business relationship with All-Container. The customer has the right to continue to use the goods in the ordinary course of business as long as it properly fulfills its obligations towards All-Container, both in the case of the purchase of goods and in the case of services such as montage and rental.

2.4 Delays and force majeure: If deliveries or services from our suppliers are not received, are not received on time or are received improperly, through no fault of our own in non-delivery, delay or defects or in the event of force majeure events, we are entitled to postpone delivery for the duration of the respective problems or to withdraw partially or completely from the contract, depending on the part of the contract that has not yet been fulfilled. Force majeure includes strikes, military conflicts involving the country, lockouts or lock-downs, official interventions, shortages of energy and raw materials, transportation blockages, operational obstacles for which we are not responsible, such as fires, floods and machinery damage, and other impediments which, objectively speaking, were not caused by us through no fault of our own.

2.5. Transportation and risks: Delivery is at the customer's expense. The risks associated with transportation from our distribution point indicated to the customer shall be borne by the customer, irrespective of whether we bear the transportation costs or use our own vehicles. Unloading and installation are in any event the responsibility of the customer. Our employees do not act as our vicarious agents when assisting in these activities.

2.6. Right of termination: If a binding delivery date is exceeded by more than 60 days due to the events in clause 2.4, the customer has the right to terminate the contract.

2.7. Compensation for delay: We are only obliged to compensate the customer if the delay is the result of intent or gross negligence on our part or that of our vicarious agents.

2.8 Collection of goods by the customer: If the customer chooses to collect the goods from our warehouse by its own means or by third parties, it is the customer's responsibility to ensure that the goods are properly delivered and loaded in accordance with applicable legal transportation regulations.

2.9. Delivery by third parties: If delivery is made by third parties, the provisions of section 2.8 shall apply accordingly to the extent that the conduct of the third party could give rise to liability on our part, irrespective of the liability of the third party.

2.10. Partial and Anticipatory Deliveries: ALL-Container is authorized to make partial and anticipatory deliveries. If the buyer refuses to accept the delivered goods in accordance with the

agreed place and date of delivery, and if the delay is not caused by an act or omission on our part, ALL-Container may require performance by setting an extension or may terminate the contract.

If the goods are rejected, ALL-Container is entitled to load the goods at the expense and risk of the buyer and may also claim compensation for justified expenses incurred during the performance of the contract which are not covered by the payments received.

3. Taking-over, inspection and defect notification deadlines

3.1 Inspection on receipt: the Customer is obliged to inspect the goods delivered by us immediately, in accordance with normal commercial practice, to verify their conformity in terms of type, quantity and quality.

3.2. Reporting defects: Any defects found during a careful inspection must be reported in writing immediately or, if this is not possible for clear and indisputable reasons, at the latest within fourteen days of receipt of the goods. Damage caused by transportation must be mentioned in the delivery documents and reported by the customer directly to the transportation company within the special time limits provided for this purpose or to us in the case of deliveries made by our means of transportation or ordered by us. The conclusion of transportation and other insurance policies is at the discretion of the customer.

3.3. Verification of complaints: In the case of complaints about defects, the customer must give us the opportunity to verify such complaints and make the goods complained of available for inspection at their location in accordance with the contractual terms. Associated costs will be borne by the customer if the complaint is found to be unfounded.

4. Prices

4.1. Pricing: Unless expressly stated otherwise, our prices are net prices ex warehouse, plus handling costs (loading/unloading), transportation, assembly (if applicable) and transport insurance, plus the applicable statutory VAT. Prices are based on our current price lists. The current price lists are the basis for our offers, unless we expressly deviate from them in a specific offer in individual cases. Any increase in customs duties or other charges arising after conclusion of the contract shall be borne by the customer. This also applies to increases in transportation prices as well as additional costs due to obstacles or delays in transportation or other circumstances for which we are not responsible.

4.2. Price changes: If our prices are reduced or increased in the interval between the conclusion of the contract and the actual delivery, the price valid on the day of delivery shall apply. If the price is higher at the time of delivery, the customer has the right to withdraw from the contract by written declaration to us within fourteen calendar days.

5. Payment conditions

5.1 Payment terms: Our invoices are payable immediately upon receipt, unless specific payment terms have been agreed. We also offer the option of cash on delivery or cash in advance if this has been explicitly agreed. If the customer fails to pay within ten calendar days of the due date, we are entitled to charge default interest calculated at a rate of 5 percentage points above the

National Bank base rate, starting from the due date. Other claims resulting from default remain unaffected.

5.2. Fulfilment of payment obligations: If the customer fails to fulfill its payment obligations in accordance with the agreed payment terms, after granting a reasonable grace period, we are entitled to demand full payment of all claims arising from the business relationship, including those that have been deferred or for which we have accepted installment payments. In such cases, we reserve the right to fulfill outstanding deliveries or services only after receipt of adequate security. If the customer does not observe the grace period set by us for performance of payment obligations and does not provide adequate security, we reserve the right to refuse deliveries or services and to claim damages for non-performance or to terminate the contract.

5.3. Rights of set-off and retention: The Client is only entitled to rights of set-off and retention if its counterclaims have been confirmed by a final judgment or are not contested by us.

5.4. Payments by commercial bills, promissory notes and checks: Commercial bills, promissory notes and checks are considered to fulfill the payment obligation only after they are unconditionally cashed. Prior to collection, they are accepted only on account of execution. The costs associated with bills of exchange, including the costs of letters of guarantee, shall be borne by the customer.

6. Warranty, exclusion and limitation of liability

6.1 Our warranty is specified in the offers and contracts. We do not offer warranty, or we may cancel the warranty offered, in the following situations:

- a. Improper use of our goods by the customer, including failure to comply with installation and operating instructions and safety regulations.
- b. Improper storage or placement of our goods by the customer.
- c. Normal wear, environmental influences during transportation or at the customer's location.
- d. Failure to submit complaints in accordance with clauses 3.1 and 3.2 or our failure to promptly verify complaints in accordance with clause 3.3.

6.2 In the event of justified complaints, even without an express warranty, we assume the following obligations:

- Delivery of defect-free replacement goods.
- Grant a reasonable price reduction.
- Accept return of goods and refund of purchase price.

6.3 If we opt to deliver replacement goods and we do not fulfill this obligation within a reasonable time, despite a written request for reasons for which we are responsible, or if this is impossible, the customer may:

- To withdraw from the contract.
- Ask for an appropriate reduction in the purchase price.

6.4 We shall only be liable for damages suffered by the customer due to defects in the delivered goods or their packaging or due to incorrect delivery in cases of gross negligence or intent on our part, on the part of our vicarious agents or our legal representatives. This liability is limited to compensation for typical damages in the business that caused the damage. The limitation of our liability also includes competing contractual and statutory claims, excluding consequential damages, loss of profit, other financial damages and claims independent of defects, unless excluded by law. If the customer fails to fulfill its obligations under clauses 3.1, 3.2, 3.3 and the damage could have been avoided by complying with them, our liability shall be void.

6.5 The customer's claims for the delivery of replacement goods, price reduction, rescission of the contract and damages shall become statute-barred within twelve months after delivery.

6.6 In exceptional cases where we accept the return of goods without a legal obligation, we charge a flat-rate processing fee of 10% of the purchase price. This amount will be deducted from the purchase price to be refunded.

7. Place of performance, place of jurisdiction, applicable law

7.1 For all contractual obligations, the place of performance is our registered office.

7.2 The exclusive place of jurisdiction for all disputes, including actions relating to bills of exchange and checks, is the competent court in Tostedt.

7.3 All legal relations between the customer and us are governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

8. Split clause

If any of the above provisions is or becomes void or unenforceable by operation of law, the other provisions shall remain in force. The invalid or inapplicable provisions shall be replaced by the closest economically or, alternatively, legally applicable provisions.