

General Terms and Conditions of Sale of PLIXXENT GmbH & Co. KG

1. General Remarks, Scope of Application

- 1.1. The following General Terms and Conditions of Sale ("GTCS") shall apply to all sale relationships including services associated therewith (supply agreements) between PLIXXENT GmbH & Co. KG, Mittelkamp 112, 26125 Oldenburg, Germany ("Seller") as Seller and its customer ("Purchaser") insofar as the Purchaser is a business owner (pursuant to § 14 BGB [*German Civil Code*]), legal entity under public law or special fund organized under public law.
- 1.2. These GTCS in their respective version shall also serve as a framework agreement for future agreements on the sale and/or supply of goods or services ("Products") executed with the same Purchaser without Seller having to refer to them again in each individual case.
- 1.3. These GTCS shall apply exclusively. Conflicting terms and conditions of delivery, other restrictions of Seller as well other agreements, amendments and ancillary agreements shall not be recognized and shall become only be valid if the Purchaser agrees to them in writing (e-mail or fax shall suffice). In any case, these agreements shall only be valid for the respective individual contract. This consent requirement shall apply in all cases, even if Seller supplies Purchaser in awareness of Purchaser's general terms without explicitly rejecting such deviating terms.
- 1.4. Material declarations and notices to be provided to Seller by Purchaser after conclusion of the contract (e.g., setting of deadlines, notification of defects, cancellation of contract or reduction of payments) must be in writing in order to be effective (e-mail or fax is sufficient).
- 1.5. References to the applicability of legal provisions are for purposes of clarification only. Therefore, unless they are directly changed or explicitly excluded in these GTCS, legal provisions shall apply even in the absence of such clarification.

2. Offers, Conclusion of Contract

- 2.1. Seller's offers are non-binding and subject to change unless they have expressly been labeled as binding with reasonable certainty or they contain a certain term for acceptance.
- 2.2. The ordering of Products by Purchaser shall constitute a binding offer to enter into a contract. Unless the order specifies differently, Seller shall have the right to accept this offer within three (3) weeks following its receipt.
- 2.3. The supply agreement including these GTCS shall only be considered as concluded when Purchaser provides its acceptance of the binding offer of Seller within the specified time limit, or when Seller accepts and provides written acknowledgement of its acceptance of the Purchaser's order or if delivery has been made. Seller is not required to provide such written confirmation if it is not to be expected under the circumstances or if Purchaser waives it. Acceptance shall be subject to Seller's availability of the appropriate materials, components and services to enable Seller to perform the contract.
- 2.4. All aspects of the legal relationship between Seller and Purchaser shall be based upon the concluded contract as defined in Section 2.3, which contains the entire agreement between the parties concerning the subject matter of the supply agreement, unless explicitly agreed otherwise in a writing (e-mail or fax shall suffice) Oral covenants of Seller and verbal agreements between the parties do not become part of the contract.
- 2.5. Product descriptions, documents and data (such as weights, dimensions, serviceability, tolerances or technical data) provided by Seller to Purchaser, including those in electronic format, shall not constitute guaranteed compositions of the Product. Customary deviations, deviations resulting from legal regulations, as well as other

minor deviations, shall be permitted unless they interfere with the usability of the Product for the purpose as indicated in the supply agreement.

3. Period and Delay of Delivery

- 3.1. Unless a fixed delivery date has been agreed to in an individual case or has been explicitly stated by Seller upon acceptance of an order, Seller will at all times endeavor to deliver as quickly as possible. If shipping was agreed, the delivery periods and dates shall refer to the date and time of handover to the shipper, carrier or other third party commissioned to provide transportation. This does not apply if Seller has entered into an obligation to deliver to the location of Purchaser [*Bringschuld*].
- 3.2. If Seller is unable to meet binding delivery dates for reasons beyond its responsibility, Seller will promptly inform Purchaser accordingly and at the same time indicate the new prospective delivery date.
- 3.3. The date of delivery shall be the day on which the Products leave Seller's plant or a warehouse or, if such date cannot be ascertained, the day on which the Products are placed at the disposal of Purchaser.
- 3.4. If a binding delivery date is exceeded, the Buyer shall grant the Seller a reasonable grace period of at least 20 working days ("Grace Period"). Purchaser shall only be entitled to withdraw from the contract due to delay in delivery or impossibility of performance after expiry of the Grace Period and only of Seller is responsible for the delay in delivery or the impossibility of performance. If Seller has delivered in part, the Purchaser may withdraw from the contract or claim damages only in respect of the part not delivered. All claims are excluded for partial services delivered. In this case, the liability for damages is limited to 50 % of the damage incurred, unless there is a commercial fixed transaction or a limitation of liability is excluded under Section 12.

4. Delivery, Place of Performance, Shipping, Transfer of Risk, Default of Acceptance

- 4.1. Delivery shall be effected from the respective shipping point in accordance with the general commercial terms specified in the contract, the interpretation of which shall be governed by the INCOTERMS applicable on the date the supply agreement is concluded. Unless expressly agreed otherwise, deliveries are made "EXW" (Ex Works).
- 4.2. If prices are not ex works (EXW Incoterms), prices are based on freight rates on the date of order confirmation. Seller reserves the right to pass on additional costs to Purchaser in the event of an increase in freight rates between the date of the order confirmation and the date of delivery.
- 4.3. Seller shall be entitled to make partial deliveries. Any provision of packaging, including the provision of tank cars and tank containers, by Seller shall be subject to special conditions.
- 4.4. The risk of accidental destruction, deterioration or loss of Products shall pass to Purchaser in accordance with the agreed INCOTERM.

5. Force Majeure, Impediments

- 5.1. Force majeure of any kind, unforeseeable production, traffic or shipping disruptions other distributions in the supply chain, traffic disruptions, disruptions of telecommunications, fire, explosion, natural disasters, flooding or low water levels, unforeseeable shortages of labor, energy, raw material and supplies, strikes, lockouts, war, political unrest, acts of terrorism, acts of government, incorrect or delayed delivery by Seller or any other hindrances beyond Seller's control which diminish, delay

or prevent production, shipment or availability of the Products or make it an unreasonable proposition, shall release Seller from its obligation to perform for the duration and to the extent of that such disruption or hindrance prevails.

5.2. In case of a partial or complete shortfall of its then existing sources of supply, Seller shall not be obliged to purchase or otherwise obtain alternative supplies from other Sellers. Instead, Seller shall have the right to allocate available quantities of Products under consideration of its own requirements and other internal as well as external supply obligations.

5.3. If an event pursuant to Section 5.1 lasts longer than six (6) weeks and if the disruption (or default of delivery) is more than insignificant, Seller shall be entitled to withdraw from the contract in whole or in part; any consideration already paid by the Purchaser will be refunded immediately after the withdrawal. Purchaser shall not be entitled to any other claims in the event of withdrawal due to force majeure. In case of temporary hindrances due to events pursuant to Section 5.1, any delivery or performance periods will be extended or postponed by the duration of the impediment plus a reasonable start-up period.

6. Prices and Calculation

6.1. Should proven cost increases occur between the date of conclusion of the contract and delivery (also within the scope of successive delivery contracts), which increase Seller's production costs (also between individual deliveries within the same contract), Seller shall be entitled to demand a correspondingly adjusted price.

6.2. The weight to be invoiced shall be determined at the shipping location of the respective Seller plant unless Purchaser, at its own expense, requires a certified weighing at the respective dispatch station.

6.3. The weights, measures or quantities determined at Seller's shipping point shall be decisive for the price calculation. Seller shall use its best efforts to deliver the exact quantity of goods ordered. However, if Seller is unable to deliver the exact quantity of goods specified in the order, the invoice value will be adjusted accordingly.

7. Invoicing, Payments, Set-Off, Rights of Retention and of Refusal to Perform

7.1. The purchase price shall be due upon receipt of the invoice and, unless otherwise agreed or specified in the invoice, payable without discounts within eight (8) days from the date of the invoice. Invoices shall be deemed received at the most recent billing address provided by the Purchaser no later than three (3) days following the invoice date.

7.2. Payments shall not be deemed effected until the due amount has been definitively cleared into one of Seller's bank accounts.

7.3. Seller reserves the right to apply payments towards the oldest invoices first plus the late interest accumulated on those invoices and the costs of collection in the following order: costs, interest, principal.

7.4. Purchaser shall only be entitled to a right of retention against claims of the Seller to the extent that its counterclaim has been legally established, is undisputed or has been acknowledged by the Seller.

8. Retention of Title

8.1. Until receipt of full payment of all current and future receivables under the current business relationship between Seller and Purchaser including incidental receivables and claims for damages ("**Secured Receivables**") Seller reserves title in the Products sold ("Products under Title Retention").

8.2. Until the Secured Receivables are fully paid, Products under Title Retention may neither be pledged to third parties nor transferred as securities. Purchaser shall

inform Seller immediately in writing in the event of third parties attempting to take possession of the Products under Title Retention.

8.3. If Products under Title Retention are intended for commercial resale by Purchaser, Purchaser is entitled to sell them to its customer as part of its ordinary course of business. With respect to such a resale, the Purchaser hereby assigns to Seller, and Seller hereby accepts, as security all of the future claims, including subsidiary claims, the Purchaser will have against its customer in consideration for the resale of the Products under Title Retention. Seller is entitled to collect the claims so assigned on its own behalf if the Purchaser is in default of meeting its payment obligation concerning the Products under Title Retention, if a petition for the initiation of insolvency proceedings has been filed or in case of another lack of the Purchaser's capacity of performance from which Seller can deduce a potential threat to the realization of its claims. In such events, Seller may request that Purchaser discloses to Seller the assigned debt claims and the respective debtors, provides all necessary information for debt claim recovery, hands over all documents pertaining and notifies the debtors (third parties) of the assignment.

8.4. If Products under Title Retention are not resold, Purchaser shall be obligated to safeguard the Products under Title Retention on behalf of Seller, to maintain and repair them as needed at its own expense, and to insure them against loss and damage at a level of coverage expected of a prudent businessman, for as long as title is retained. In the event Products under Title Retention are lost or damaged, Purchaser agrees to assign its insurance claims to Seller.

8.5. Any processing of the Products under Title Retention pursuant to § 950 BGB [*German Civil Code*], shall be carried out on behalf of Seller; such processing shall not entitle Purchaser to any claims against Seller.

8.6. In the event of a combination or inseparable commingling of the Products under Title Retention (§§ 947 or 948 BGB [*German Civil Code*]) with other items not belonging to Seller in such a way that one of the other items becomes the principal item, the parties are deemed to have agreed that the Purchaser shall transfer to and maintain for Seller a co-ownership interest in the newly created item in proportion to the value of the Products under Title Retention relative to the value of the other combined or commingled items. The parties hereby consent now to the passing of title that would accompany such a combination or commingling.

8.7. If the collateral pledged to Seller as provided for in this Section 8 exceeds Purchaser's respective secured total liabilities towards Seller by more than 10%, Seller is required, at the request and discretion of the Purchaser, to release security up to the amount by which the threshold of 110% of the total secured liability has been exceeded.

9. Condition of Products, Technical Advice

9.1. Unless subjective requirements (§ 434 (2) BGB [*German Civil Code*]) for the Products have been expressly agreed, the quality of the Products shall be exclusively determined by the objective requirements (§ 434 (3) BGB [*German Civil Code*]) for the Products (which are subordinate to any subjective requirements), whereby only the product descriptions, specifications and labels shall be authoritative in this respect, as well as any assembly requirements. Other technical descriptions or information in offers, brochures or advertising material from Seller or Seller's assistants are non-binding and shall only become part of the contract if expressly referred to. Identified uses for the Products pursuant to the European REACH Regulation shall neither constitute an agreement on the corresponding contractual quality of the Products nor the designated use under the contract.

9.2. Any technical advice rendered by Seller – whether verbal, in writing or by way of tests – is given to the best of Seller's knowledge but without any warranty; this also applies where proprietary rights of third parties could be involved.

It does not release the Purchaser from its obligation to test the Products supplied by Seller as to their suitability for the intended processes and purposes. The application, use and processing of the Products are beyond the control of Seller and therefore the Purchaser bears the entire corresponding responsibility.

- 9.3. Properties of specimens and samples shall be binding only insofar as they have been explicitly agreed to define the qualities of the Products.

10. Period of Notice for Defects

Purchaser must notify Seller in written form (text form) by giving an exact description of the defect; for obvious defects, such notification must take place immediately after delivery and, for defects that can be discovered when the Products are properly inspected, no later than two (2) weeks following receipt of the Products. Transport damages are to be noted on the shipment documents. Hidden defects must be noted within 7 days after discovery; however, no later than 12 months after delivery of the goods here, too, the written form and an exact description including supporting documents (e.g. pictures, CMR) of the defect are required for the notification. The notice of defects must be submitted by Purchaser in writing with all relevant details of the alleged non-conformity, including the relevant documents and samples and, if applicable, photographs. Upon request, Purchaser shall return the rejected goods to Seller properly packaged. If Purchaser fails to notify Seller of a defect within the due time, the delivered Products shall be deemed accepted.

11. Claims of Purchaser Due to Defects

- 11.1. If the Products supplied are defective and Purchaser has fulfilled its duties in accordance with Section 10, Purchaser is entitled to exercise the following rights:
- i. In the first instance, Seller – at its sole discretion – shall be entitled to either cure the defect or to supply Purchaser with non-defective Products (supplementary performance). Purchaser must allow Seller the time and opportunity required for the supplementary performance owed and, in particular, return the Products concerned for testing purposes. Seller shall be entitled to refuse to remove the defective item and/or to re-install it if Seller was not originally obliged to install it. Notwithstanding the foregoing, Seller shall bear the costs necessary for testing and supplementary performance, in particular for shipping and transport as well as for labor and materials, unless Purchaser's request to have defective Products remedied was unjustified, in this case Purchaser shall bear the costs. Seller shall not bear the increased expenses due to Products being later moved to a location other than Purchaser's place of business, unless this move coincides with the proper intended use. In case of replacement, Purchaser must return the defective Products to Seller upon request. Claims according to § 439 (3) BGB [*German Civil Code*] for expenses for removal and installation shall remain unaffected.
 - ii. Seller reserves the right to two (2) attempts of supplementary performance. If supplementary performance fails or is unreasonable for Seller, Purchaser may either withdraw from the contract or demand a reduction of the purchase price. However, in case of an immaterial defect, Purchaser shall have no right of withdrawal.
 - iii. The provisions of Section 12 shall apply to all claims of Purchaser for damages or reimbursement of unavailing expenditures.
 - iv. In the case of entrepreneurial recourse (§ 445a BGB [*German Civil Code*]), it shall be presumed that defects were not present at the time of the transfer of risk to Purchaser if Purchaser has dutifully inspected the Products in accordance with Section 10 but has not reported any defects, unless this presumption is incompatible with the nature of the item or the defect. If Purchaser asserts claims under a right of recourse, it must notify Seller treated as if he had all legally permissible

contractual options vis-à-vis his contractual partner (e.g. refusal of subsequent performance due to disproportionality or limitation of the reimbursement of expenses to a reasonable amount). Seller shall be entitled to reject any and all recourse claims of the Purchasers defective Products, with the exception of claims for new delivery or subsequent improvement of the Products, provided that Seller grants the Purchaser an equivalent compensation for the exclusion of his rights. Seller shall only be liable for compensation for consequential damage caused by a defect if the Seller is (jointly) responsible for the occurrence of the defect due to intentional or grossly negligent conduct. However, such claims under a right of recourse shall only exist to the extent that Purchaser has not concluded any agreements with customers exceeding the statutory claims for defects. Claims under Sellers recourse shall be excluded if the defective Products have been further processed by Purchaser or another entrepreneur, e.g. by incorporation into another product. The provisions of Section 12 shall apply to the scope of the recourse claims.

- 11.2. If Seller has maliciously concealed the defect or assumed a warranty for the properties of the purchased Products, Purchaser's rights concerning defects are governed by the statutory provisions.

12. Exclusions and Limitations of Liability

- 12.1. Irrespective of the legal basis, Seller shall not be liable for loss or damage (including expenses, indirect damage and loss of profit) suffered by the Purchaser as a result of (i) Seller's slight negligence or the slight negligence of its legal representatives, employees, workers, agents and vicarious agents, and (ii) gross negligence of its non-executive employees or ordinary agents. This exclusion shall not apply to claims relating to a breach of material contractual obligations, the fulfillment of which is essential to the proper implementation of the contract and whose fulfillment the Purchaser may therefore normally rely on ("cardinal duties").
- 12.2. Insofar as Seller is liable on the merits for damages pursuant to Section 12.1, its liability for all damages and reimbursements, whether contractual, non-contractual or otherwise and regardless of their legal nature, shall be limited in terms of amount to foreseeable damages typical for the respective contract.
- 12.3. The above exclusions and limitations of liability shall not apply to claims relating to death, personal injury and impaired health or for claims under the German Product Liability Act. Mandatory provisions of law shall therefore remain unaffected.
- 12.4. Seller cannot be held responsible for loss or damage attributable to any of the circumstances identified in Section 5 of these GTCS.
- 12.5. Seller shall not be liable for loss or damage in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations, including but not limited to Regulation (EC) No 1907/2006 ("REACH Regulation") or sanctions provisions.
- 12.6. Any exclusion or limitation of liability in favor of Seller provided under this Section 12 shall also inure to the benefit of the legal representatives, employees, workers, agents and vicarious agents of Seller arising out of the same cause of action.

13. Guarantee

Any agreement on a guarantee must be in writing and shall be effective only if it describes in sufficient detail the substance of the guarantee as well as its duration and the territory in which it applies.

14. Limitation Periods

- 14.1. Purchaser's claims for defects asserted on the basis of § 438 (1) No. 3 BGB shall be time-barred one -year from the

beginning of the statutory limitation period, provided that Seller has not acted fraudulently. Recourse claims pursuant to § 445 b (1) BGB [*German Civil Code*] become time-barred one year after delivery. The suspension of the statute of limitations according to § 445 b (2) BGB [*German Civil Code*] remains unaffected and ends at the least five years after delivery. The aforementioned provisions on the limitation of recourse claims and on the suspension of expiry shall not apply if the last contract in the supply chain is a purchase of consumer goods.

- 14.2. The limitation period for claims for damages that do not result from claims for defects shall also be limited to one year after delivery.
- 14.3. Mandatory limitation periods of law shall remain unaffected.
- 14.4. If in an individual case the application of the statutory limitation regulations would lead to an earlier limitation of Purchaser's claims against Seller than would be the case according to the preceding provisions, the shorter statutory limitation period shall apply.
- 14.5. Any reduced limitation period provided under this Section 14 for claims against Seller shall also apply to any claims by Purchaser against the legal representatives, employees, workers, agents and vicarious agents of Seller arising out of the same cause of action.

15. Trademarks

- 15.1. Purchaser shall comply with existing industrial property rights (in particular patents and trademarks) with regard to the use of Seller's Products.
- 15.2. The offer or supply of substitute goods to third parties instead of the Products of Seller while referring to the Seller Products, or the association in price lists and similar business documents of product names of Seller (whether trademarked or not) with the word "substitute" or similar words that convey the same meaning or juxtaposition of Seller product names with the names of substitute goods, is prohibited.
- 15.3. It is also not permitted, when using Seller Products for manufacturing purposes or in processing, to use product names of Seller, especially its trademarks, as a named component on such goods or their packaging or in related printed and advertising materials without the prior written consent of Seller. The supply of Products under a trademark shall not be construed as an agreement on the use of this trademark for the goods manufactured from it.
- 15.4. Seller reserves all proprietary and industrial property rights to its documents. Purchaser shall require the express written consent of Seller before passing them on to third parties. References by Purchaser to the business relationship existing with Seller for advertising purposes shall require the prior express written consent of Seller.

16. REACH Regulation

If Purchaser communicates to Seller a use under Article 37 (2) of the Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation") which makes an update of the registration or of the chemical safety report necessary, or initiates any other obligation under the REACH Regulation, Seller shall receive from Purchaser a reimbursement of all verifiable expenses incurred. Seller shall not be liable for any delay in delivery caused by the announcement of that use and the compliance by Seller with the respective obligations under the REACH Regulation. If Seller, for reasons of protection of human health or the environment, is unable to include the use as an identified use and if Purchaser nonetheless intends to use the Products in the way advised against by Seller, then Seller shall have the right to withdraw from the contract.

17. Governing Law, Jurisdiction

Seller and Purchaser undertake to comply with the applicable data protection laws and to process personal data in accordance therewith in order to achieve the purpose of the contract and to provide the contractually owed services. Further information on the handling of personal data and data protection at the Seller is available at https://www.plixsent.com/fileadmin/pdf/general_terms_and_conditions/Germany_Data_Processing_EN.pdf. Supplementary information and agreements may become necessary on a product-related basis and will be communicated prior to any data processing.

18. Confidentiality

- 18.1. Purchaser undertakes to keep confidential all information of which it becomes aware through the contractual relationship existing with Seller (the "**Contractual Relationship**"), including prices, illustrations, plans, drawings, calculations, execution instructions, product descriptions and other information relating to inventions, ideas, concepts, drafts and designs (hereinafter collectively referred to as "**Information**") strictly confidential and not to disclose it to third parties, even under a corresponding non-disclosure agreement with such third parties. The German Act on the Protection of Business Secrets [*Geschäftsgeheimnisgesetz* - *GeschGehG*] shall apply mutatis mutandis, whereby all Information disclosed to Purchaser in the course of the Contractual Relationship shall be deemed a business secret, subject to Section 18.3 of these GTSC. Purchaser shall ensure by means of suitable contractual agreements that its employees and vicarious agents affected by the Contractual Relationship also comply with the provisions of this Section 18. be obliged to maintain secrecy. Purchaser shall also provide Seller with written proof of this upon request.
- 18.2. Purchaser undertakes to use Information only for the purposes of the respective Contractual Relationship, not to exploit it commercially and not to make it the subject of industrial property rights.
- 18.3. The foregoing obligations shall not apply to such Information for which Purchaser proves that it was provided to it in awfully known by Seller prior to receipt, which was available to the public prior to receipt from Seller, which becomes available to the public after receipt from Seller without the Purchaser being responsible therefor, and for such Information which is made available to the Purchaser at any time by a third party authorized to do so to the best of the Purchaser's knowledge. Finally, the foregoing obligations shall also not apply if Purchaser is required by law to disclose Information in judicial, regulatory or other proceedings.
- 18.4. References by Purchaser to existing business relationships with Seller or the use of the name "Plixsent" for advertising purposes require the express prior consent of Seller.
- 18.5. This confidentiality obligation shall apply with its restrictions beyond the time of the mutual performance of the respective contract concluded between Seller and Purchaser for a further 10 (ten) years, unless a confidentiality obligation going beyond this arises from statutory provisions.

19. Applicable Law, Place of Jurisdiction

- 19.1. These GTCS and all legal relationships between Seller and Purchaser in connection with the contract shall be governed by the German law, excluding the provisions of the Convention on the International Sale of Goods (CISG). And the provisions of private international law. However, prerequisites and effects of the retention of title pursuant to Section 8 are subject to the laws of the respective location of the Product if and insofar the choice of governing law in favor of German law is not permitted or invalid.

19.2. The venue for all disputes, including international ones, arising directly or indirectly out of or in connection with this contractual relationship shall be Oldenburg. However, Seller is also entitled to take legal action at the jurisdiction of the seat of Purchaser.

20. Compliance with Foreign Trade Law

- 20.1. Seller is committed to strict compliance with export control regulations and international sanctions against countries, persons and institutions. Related measures may include, but are not limited to, trade restrictions and financial sanctions adopted by the United Nations Security Council, or those implemented by regulations adopted by the European Union, the United States of America, or any other national or regional body which has jurisdiction over Seller, including its subsidiaries, affiliates and employees wherever they may be located (together "**Foreign Trade Law Requirements**")
- 20.2. Seller may from time to time request from Purchaser information or confirmation of certain facts relevant for compliance with Foreign Trade Law Requirements with respect to Seller's products, services or technology.
- 20.3. Seller reserves the right to change or cancel any accepted order for products or services based on Foreign Trade Law Requirements, and to terminate the business relationship in case of non-compliance with applicable Foreign Trade Law Requirements
- 20.4. Seller reserves the right to claim damages in case of Purchaser's non-compliance with applicable Foreign Trade Law Requirements.

Special Notice:

For the purpose of establishing, implementing or terminating the contractual, we store and process data of the Seller in accordance with the statutory provisions, in particular the DSGVO [GDPR] and the BDSG [Federal Data Protection Act]. We reserve the right to forward this data to third parties if it is necessary for the establishment, implementation or termination of legal obligations in connection with orders under these terms and conditions.

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