

General Terms and Conditions of Procurement of Plixxent GmbH & Co. KG and its German affiliated companies

1. General

- 1.1 These General Terms and Conditions of Purchase ("GTCP") apply to all purchase contracts of Plixxent GmbH & Co. KG, Mittelkamp 112, 26125 Oldenburg, Germany ("Plixxent"), and its German group companies, which are affiliated - directly or indirectly - with Plixxent regardless of their shareholding relationship, in particular Plixxent Holding GmbH (Plixxent and the affiliated companies are hereinafter referred to as "Purchaser") with the respective supplier ("Supplier"), provided that the Supplier is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.
- 1.2 These GTCP shall apply in their respective version as a framework agreement also to future contracts for the purchase and/or delivery of movable goods ("Goods") with the same Supplier without the Purchaser having to refer to them again in each individual case.
- 1.3 These GTCP shall apply exclusively. Conflicting or deviating terms of delivery and other restrictions of the Supplier, other agreements, amendments and collateral agreements shall not be recognized and shall only be valid if the Purchaser agrees to it in writing (e-mail or fax shall suffice). In any case, these agreements shall only apply to the respective individual contract. This requirement of consent shall apply in any case, even if the Seller, being aware of the Purchaser's General Terms and Conditions, carries out the delivery to the Purchaser without reservation.
- 1.4 Legally relevant declarations and notifications to be made by the Supplier to the Purchaser after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction) must be made in writing to be effective (email or fax is sufficient).
- 1.5 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

2. Range of Products

- 2.1 The Supplier shall maintain the range of products precisely in accordance with demand and shall provide express information in the event of any deviations in product availability.
- 2.2 The range of products shall be provided free of charge and shall not constitute any obligation for the possible Purchaser. Any quotations shall only be remunerated on the basis of a separate agreement.

3. Ordering

- 3.1 If nothing to the contrary has been agreed, only written orders (e-mail or fax shall suffice) shall be binding for the Purchaser. Telephone orders may only be accepted and executed by the Supplier if such an order procedure has been expressly agreed with the Purchaser in writing or text form or the content has been confirmed in writing.
- 3.2 The Supplier shall check orders without delay for discernible errors, ambiguities, incompleteness or lack of suitability in respect of the specifications selected by the Purchaser for the intended use of such orders and shall notify the

Purchaser immediately of any necessity for changes to or for specifying such orders in more detail.

- 3.3 The Supplier is obliged to confirm all orders and amended orders shall be confirmed in writing, treating them as separate correspondence.
- 3.4 All written communications must specify the Purchasing Department, complete order number, order date and reference of the Purchaser.
- 3.5 The Purchaser shall be entitled to cancel its order free of charge if the Supplier does not confirm it unchanged within 7 days of receipt.
- 3.6 If the Supplier repeatedly provides the same or similar services or deliveries in a defective or delayed manner despite a written (email or fax is sufficient) warning, the Purchaser shall be entitled to withdraw from the contract immediately. In this case, the Purchaser's right of withdrawal shall also include such services and deliveries which the Supplier still has to provide to the Purchaser in the future under this or another contractual relationship.

4. Delivery Period, delivery quantity, transfer of risk

- 4.1 Delivery time specified in the order is binding. The delivery period shall commence on the day on which our order is received. Insofar as the Supplier is aware that he is unable to fulfil his contractual obligations in whole or in part or in a timely manner, he shall notify the Purchaser of any such circumstance without delay and shall state the reasons for and the potential duration of any such delay. In the event that the Supplier fails to provide such information, he shall have no recourse to claim exemption from responsibility for the delay from the Purchaser on the grounds of hindrance.
- 4.2 In the event that the Supplier does not complete the order within the agreed delivery period, he shall be liable in accordance with statutory stipulations. This shall be without prejudice to any contractual penalty which may have been agreed in respect of a case of delayed delivery pursuant to § 340 Paragraph 2 BGB [German Civil Code]. In the event that a contractual penalty has been agreed, a claim may be asserted in respect of the payment of such a penalty up to the due date of the final payment without reservation pursuant to § 341 Paragraph 3 BGB [German Civil Code] or § 11 Paragraph 4 BGB [German Civil Code] Contracting Rules for Awarding of Public Works Contracts, Part B [VOB/B].
- 4.3 If the Purchaser orders delivery quantities "exactly", the order quantities shall be determined exactly. Otherwise, excess or short quantities of up to 5 % shall be accepted with an appropriate price adjustment.
- 4.4 The Supplier shall bear the price and transport risk until acceptance of the Goods by the Purchaser or an authorized representative of the Purchaser at the place to which the Goods are to be delivered according to the order. Insofar as acceptance has been agreed, this shall be decisive for the

transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services [Werkvertragsrecht] shall also apply accordingly in the event of acceptance. Goods which the Purchaser cannot use due to a complaint shall only be accepted by the Purchaser for the account and at the risk of the Supplier and shall be stored on the Supplier's behalf.

5. Warranty, Notification of Defects and Liability

5.1 The Supplier shall warrant that the Goods supplied are without any defects, which may reduce their value or affect their usability, that they possess subjective requirements (§ 434 para. 2 BGB [German Civil Code]) and the objective requirements (§ 434 para. 3 BGB [German Civil Code]) as well as any assembly requirements (§ 434 para. 4 BGB [German Civil Code]), that they have the possibly guaranteed properties, that they are suitable for the purpose stipulated in the Agreement, that they conform both to generally accepted technical practice and to the most recent regulations issued by public authorities, all relevant German and European safety and environmental regulations, as well as to the German Law on the Safety of Appliances [Gerätesicherheitsgesetz] and to the appropriate safety specifications and rules for the protection of workers and prevention of accidents. In the event that a product delivered by the Supplier is fully replaced by a new one, the limitation period shall begin anew. In the event that such a product is replaced in part, the limitation period shall begin anew in respect of such new parts. The recommencement of the limitation period shall not be effective in the event that the Supplier is in clear breach of his duty to repair defects.

5.2 In the event that the Supplier has guaranteed the properties or durability of the Goods supplied, the Purchaser may also assert a claim under the terms of such a guarantee in rights under Clause 5.1. This shall not apply to defects or damage to the object of delivery caused by:

- a) normal wear and tear;
- b) improper handling on the part of the Purchaser

5.3 The Purchaser shall be obliged to inspect the Goods within a reasonable period for any deviations in quality and quantity. The Purchaser's obligation to inspect the Goods shall be limited to those external defects which become apparent during a visual inspection. The complaint shall be deemed to have been made in good time within the meaning of § 377 HGB [German Commercial Code] if the Purchaser notifies the Supplier of obvious defects within 14 days of receipt of the Goods at the place of delivery. Defects which only become apparent at a later date shall be notified by the Purchaser within 14 days of their discovery. In this respect, the supplier explicitly waives the objection of late notification of defects.

5.4 In the event of defects, the Purchaser shall be entitled to the statutory claims for defects in full. In particular, the Purchaser shall be entitled to demand from the Supplier, at the Purchaser's option, remedy of the defect or delivery of a new item. The right to claim damages, also in lieu of performance, as well as lost profits is expressly reserved.

5.5 If the Supplier does not fulfil its obligation of subsequent performance within the reasonable period of time set by the Purchaser, the Purchaser shall be entitled to remedy the defect itself or to purchase a new item and to claim reimbursement of expenses from the Supplier. If the Supplier's subsequent performance has failed or is unreasonable for the Purchaser (e.g. due to special urgency

or the threat of disproportionate damage), it shall not be necessary to set a deadline.

5.6 Defect rights for defects known at the time of acceptance shall not be excluded even if a corresponding reservation is not declared at the time of acceptance.

5.7 The obligation of subsequent performance shall also include the removal of the defective Goods and the re-installation if the Goods have been installed in another item or attached to another item in accordance with their nature and intended use. Any statutory claims for reimbursement of expenses on the part of the customer shall remain unaffected. Even if it should turn out that there was actually no defect, the Supplier shall bear any expenses required for inspection and subsequent performance. In the event of an unjustified request for rectification of a defect, the Purchaser shall only be obliged to pay damages if the Purchaser recognized or was grossly negligent in not recognizing that there was no defect

5.8 In the case of material defects which become apparent within six months of the transfer of risk, it shall be presumed that the item was already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

5.9 The statutory limitation periods shall apply unless expressly agreed otherwise.

5.10 The Supplier's warranty shall also cover any items manufactured by subcontractors.

5.11 In the event of notification of defect, the limitation period shall be extended by the time elapsing between such notification of defect and repair of the defect. In the event that a product is fully replaced by a new one, the limitation period shall begin anew or delivered again. In the event that such a product is replaced in part, the limitation period shall begin anew in respect of such new parts.

5.12 Products, which are subject to complaint under the warranty, shall remain at the Purchaser's disposal until replacements have been supplied, whereupon they shall become the property of the Supplier.

5.13 In urgent cases when it is not possible to wait for the Supplier to remedy a defect or in the event that the Supplier fails to repair a defect notwithstanding the setting of an additional deadline or in the event that an attempt to remedy a defect is ultimately unsuccessful, the Purchaser may eliminate the defect himself at the Supplier's expense or may have recourse to asserting the other warranty rights pursuant to Clause 4, 5.5, 5.6, 5.7 hereinabove.

5.14 Acceptance of the Purchaser's supplies and services by the Purchaser shall be without prejudice to the Supplier's obligations under the warranty.

5.15 The Supplier shall defend, hold harmless and indemnify the Purchaser from any product liability claims arising or any claims asserted under the German Product Liability Law if the defect giving rise to the claim has been caused by the Supplier or any of the Supplier's sub-suppliers.

5.16 Notwithstanding any other claims for defects, the Purchaser shall be entitled without limitation to the claims under the Supplier's recourse pursuant to § 445a, § 445b, § 478 BGB [German Civil Code]. In particular, the Purchaser shall be entitled to demand from the Supplier exactly the type of subsequent performance which it owes to its customer in the individual case. The Purchaser's statutory right to choose pursuant to § 439 (1) BGB [German Civil Code] shall not be restricted hereby.

5.17 Before the Purchaser acknowledges or fulfils any claim for defects asserted by one of its customers against the Purchaser as Seller pursuant to § 445a (1) BGB [German

Civil Code], the Purchaser shall inform the Supplier thereof and, with a brief statement of the facts, shall for written statement. If the Purchaser does not receive a substantiated statement and a concrete approach to a solution within a reasonable period of time, the defect claim actually granted by the Purchaser shall be deemed to be owed to the Purchaser's customer. However, the Supplier shall be entitled to provide counter-evidence in this case.

5.18 The Purchaser shall also have claims under the Supplier's recourse if the defective Goods have been further processed, mixed or combined by the Purchaser or another entrepreneur.

5.19 Notwithstanding these provisions hereinabove stated, the Supplier shall be liable under existing statutory regulations.

6. Indemnification

6.1 The Supplier undertakes to indemnify the Purchaser upon first request against all claims of third parties asserted against the Purchaser due to a defect or other fault of a product delivered by the Supplier. The Supplier also undertakes to reimburse the necessary legal costs incurred by the Purchaser in this connection.

6.2 Within the scope of its liability for cases of damage within the meaning of Clause 6.1, the Supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall action carried out by the Purchaser - insofar as this is possible and reasonable for the Purchaser - inform the Purchaser and give it the opportunity to comment. Other legal claims shall remain unaffected. The Purchaser shall inform the Supplier of the content and scope of the recall measures to be carried out.

7. Tests, product and process changes

7.1 In the event that tests are specified for the products supplied, the Supplier shall bear the costs of such tests in respect of the expense of conducting such tests and the human resources expenses incurred by the Supplier. The Purchaser shall be responsible for his own personnel costs incurred by the tests. The Supplier shall provide the Purchaser with binding notification no less than one week prior to the date on which the Goods will be ready for testing and shall agree with him a date for conducting such tests. In the event that the products are not presented for testing on the date stipulated, the Purchaser's personnel costs shall be borne by the Supplier. In the event that defects are discovered, which render it necessary to repeat the tests or conduct further tests, the Supplier shall bear all personnel costs thus incurred and all costs incurred for conducting the tests. The Supplier shall also bear all personnel costs and other costs incurred in connection with testing the materials used in executing the order.

7.2 Suppliers who have a permanent business relationship with the Purchaser are obliged to inform the Purchaser in writing at an early stage if they intend, product or process changes as well as changes in the methods of analysis with regard to products purchased from the Purchaser.

8. Insurance

8.1 The Supplier shall conclude at his own expense adequate third party liability insurance to cover any damage caused by him, his staff or his representatives resulting from services rendered or any Goods or items delivered. The Supplier shall

provide the Purchaser with documentation indicating the amount insured per occurrence of damage if the Purchaser so requests.

8.2 The conclusion of specific assembly insurance in addition to third party liability insurance stated Shall in each case be subject to separate agreement on an individual case basis between the Purchaser and the Supplier.

8.3 Any further liability of the Purchaser concerning the destruction of or damage to such machines, appliances, etc. shall be excluded, insofar as such destruction and damage is not the result of a willful or grossly negligent act.

9. Dispatch Requirements

9.1 The Supplier is obliged to provide for each individual consignment a detailed dispatch note on the date of dispatch, separate from Goods and invoice. Each delivery shall be accompanied by a completed delivery bill, stating the Purchaser's order number, the article number and the name of the Purchaser. Otherwise, the Purchaser shall be entitled, at its option and at the Supplier's expense, to return the delivery or to store it at the Supplier's risk until proper delivery bills have been provided. A return shipment shall not be deemed a withdrawal from the contract. In the event of delivery to third parties on behalf of the Purchaser, duplicate shipping documents shall be forwarded to the Purchaser.

9.2 In case of shipment by ship, the name of the shipping company and the ship shall be indicated in the shipping documents and invoice. The Supplier shall choose the most favourable and suitable means of transportation for the Purchaser. In all dispatch bills, delivery bills, packing slips, bills of lading, invoices and on the outer packaging, etc., the order references and details of the place of unloading prescribed by the Purchaser shall be indicated in full.

9.3 The Supplier is obliged to pack, mark and dispatch dangerous Goods in accordance with relevant national or international regulations. Accompanying documentation must indicate the risk category of the Goods supplied and any further stipulations, which may be required pursuant to the relevant transportation regulations.

9.4 The Supplier shall be liable for any damage caused by the non-compliance with these provisions and shall be responsible for the payment of any costs thereby incurred. The Supplier shall be responsible for ensuring compliance with said shipping requirements on the part of sub-suppliers.

9.5 Any consignments of which the Purchaser is unable to take delivery due to the non-compliance with these provisions shall be stored at the Supplier's expense and risk. The Purchaser shall be entitled to ascertain the contents and condition of such consignments. Tools and equipment shall not be loaded in the same consignment as the Goods supplied.

10. Pricing

10.1 Agreed prices are fixed prices including packaging and include all ancillary services required for the fulfilment of the contract. Unless otherwise agreed in writing, delivery shall be free domicile.

10.2 If the Supplier reduces his prices and improves the conditions during the period between order and delivery, the prices or conditions valid at the date of dispatch shall apply.

11. Invoicing and Payment

- 11.1 Invoices must be in accordance with the phraseology used, the sequence of the text and the prices stated in the order placed. Any additional or reduced services must be specified separately in the invoice.
- 11.2 Terms of payment shall begin on the dates specified, but not prior to the date on which Goods are delivered or, - in the event of invoicing - from the date of receipt of the invoice. Notwithstanding any other explicit agreement between Purchaser and Supplier, any payment claim is due 14 (fourteen) days net after receipt of the invoice. after receipt of the invoice with a 3% discount or within 60 (sixty) days after receipt of the invoice net
- 11.3 A payment shall not be deemed to constitute the acceptance of conditions and prices. The time of payment shall be without prejudice to the Supplier's warranty obligations or the Purchaser's right to complain about defects.

12. Retention of title

- 12.1 The purchaser only recognizes the simple retention of title.
- 12.2 Material provided by the Purchaser shall remain the property of the Purchaser. If it is processed, the ownership of the Purchaser extends to the new object. In the event of processing, combination or mixing with third-party items, the Purchaser shall acquire co-ownership in the ratio of the value of its material (purchase price plus VAT) to the third-party items.

13. Documentation

- 13.1 All drawings, standards, guidelines, methods of analysis, formulas and other documents provided to the Supplier by the Purchaser for the purpose of manufacturing the Goods to be supplied and any such documents drawn up by the Supplier in accordance with special instructions submitted by the Purchaser shall remain the property of the Purchaser and may not be used for any other purpose, reproduced or made available to third parties by the Supplier. The Supplier shall surrender all such documentation and all copies and duplicates thereof without delay if so requested. The Purchaser shall retain the industrial property rights to all documents provided to the Supplier. The Supplier is obliged to treat all enquiries and orders and all work associated therewith with strictest confidence. The Supplier shall be liable for any loss incurred by the Purchaser arising as a result of a breach of any one of these obligations by the Supplier.
- 13.2 The Supplier shall provide the Purchaser with all documents required for discussing any details of the Goods to be supplied. Any such detailed discussion concerning the Goods to be supplied or any other involvement of the Purchaser shall take place exclusively within the area of responsibility of the Supplier and shall not release the Supplier from any warranty or other obligations.
- 13.3 The Supplier shall provide the Purchaser free of charge with all documents required by the latter for using, assembling, installing, processing, storing, operating, servicing, inspecting, maintaining or repairing the Goods supplied and shall provide any such documents in a timely manner, and without being specifically requested to do so.
- 13.4 Any standards and guidelines specified by the Purchaser shall apply as amended. The Supplier shall request the Purchaser in time to provide him with the Purchaser's factory standards and guidelines, provided these have not already been made available.

14. Objects

Any molds, models, tools, films, etc. that have been manufactured by the Supplier for the purpose of fulfilling the order, shall become the property of the Purchaser once payment has been made for such objects. This shall apply even in the event that said objects remain in the possession of the Supplier. Said objects shall be handed over to the Purchaser on request.

15. Assembly, Maintenance, Inspection, Repairs, etc.

- 15.1 In the event that assembly, maintenance, inspection, repair work, etc. is carried out on the Purchaser's premises, such work shall be subject to the safety and procedural regulations applying in respect of external companies executing orders on the premises of PLIXXENT GmbH & Co. KG or its affiliated companies. These regulations will be supplied at the commencement of work or should be requested from the Corporate Security Department of PLIXXENT GmbH & Co. KG.
- 15.2 The Purchaser shall not assume liability in respect of any property of the Supplier brought onto the Purchaser's premises by the Supplier or the Supplier's staff.

16. Industrial property rights, Patent Infringement

- 16.1 The supplier guarantees that no rights of third parties are infringed in connection with his delivery/service. In particular, the Supplier guarantees that patents, licenses or industrial property rights of third parties will not be infringed against as a result of the supply or use of the Goods supplied. Any license fees are borne by the Supplier.
- 16.2 If claims are asserted against the Purchaser due to existing rights of third parties, the Supplier shall be obliged to indemnify the Purchaser against such claims upon first written request. The Purchaser will not enter into any agreements with the third party - without the prior written consent of the Supplier - with regard to these claims, in particular will not conclude any settlement.

17. Secrecy

The Supplier is obliged to treat orders and all commercial and technical details associated therewith as business secrets of the Purchaser. The supplier shall be liable for ensuring that this obligation is also passed on to all of its employees, subcontractors, suppliers, etc., for whose actions (as a vicarious agent or assistant) it is equally liable.

18. Advertising Material

The Supplier shall not refer to business relations with the Purchaser in any information or advertising material without the Purchaser's express written agreement.

19. Quality assurance

- 19.1 The Supplier guarantees to maintain an up-to-date and, in individual cases, suitable quality assurance system in accordance with ISO 9001 or equivalent and to manufacture its products in accordance with this quality assurance system.
- 19.2 The Supplier undertakes to ensure the traceability of all products and all materials and substances used in the products delivered to us.

19.3 The Supplier undertakes to deliver only products from the European Union and from countries with which preferential agreements exist. As far as possible, the Supplier shall, upon our request, provide long-term supplier declarations for all products procured by him.

20. Import and export regulations, dangerous Goods

20.1 Goods supplied must conform to the conditions of origin specified in the Preferential Agreements of the EEC insofar as nothing to the contrary is expressly stated in the confirmation of order. In the case of deliveries and services of the Supplier which are made from a country belonging to the EU outside Germany, the EU VAT identification number of the Supplier must be stated. Imported goods must be delivered duty paid. The Supplier is obliged to provide the required declarations and information at his own expense, to allow inspections by the customs authorities and to provide the required official confirmations.

20.2 The Supplier shall be obliged to inform the Purchaser in detail and in writing of any licensing requirements for (re-)exports in accordance with German, European and international export and customs regulations as well as export and customs regulations of the country of origin of the Goods and services.

20.3 If Goods delivered to the Purchaser contain hazardous substances or if they are subject to official hazardous goods regulations, the Supplier shall inform the Purchaser comprehensively and in good time about the nature of the hazard and any necessary precautionary measures.

21. Safety regulations, compliance

21.1 The Supplier undertakes to comply with the legal provisions and regulations applicable in the respective individual case with regard to environmental protection, occupational health and safety, accident prevention, energy efficiency in accordance with ISO 50001, transport and plant safety as well as the general and site-specific regulations of the Purchaser, which shall be made available to the Supplier upon request.

21.2 The Supplier undertakes to comply with the requirements of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) including all amendments, implementing legislation, explanations and communications from the European Commission and the European Chemicals Agency as well as all national legislation applying or interpreting such obligations.

21.3 The Supplier undertakes to indemnify us against all claims resulting from a breach of the Supplier's obligations under the REACH Regulation.

21.4 The Supplier guarantees to us that it will comply with all applicable anti-bribery and anti-corruption laws. In particular, the Supplier guarantees us that neither he himself nor any employee of the Supplier will receive any benefit in

connection with the provision of services to us that is not shown in the invoice.

22. Due Diligence in the Supply Chain

22.1 The supplier assures to observe human rights and environmental due diligence obligations, in particular the due diligence obligations listed in the German Supply Chain Due Diligence Act [*Lieferkettensorgfaltspflichtengesetz – LkSG*], in an appropriate manner with the aim of avoiding or minimizing human rights or environmental risks or ending the violation of human rights or environmental obligations.

22.2 The supplier undertakes to provide training and further education to ensure compliance with its contractual assurances. The supplier undertakes to ensure, together with its suppliers, compliance with human rights and environmental due diligence obligations and to agree on suitable contractual control mechanisms to verify compliance with human and environmental rights.

22.3 In the event of actual indications of a violation of human rights or environmental obligations, Supplier shall, upon PLIXXENT's request, provide all necessary information and disclosures and allow PLIXXENT to conduct on-site inspections at its premises after reasonable advance notice to enable PLIXXENT to verify Supplier's compliance with the provisions of Section 22.1. In the event of a breach of any legal human rights or environmental obligations, Supplier shall promptly notify PLIXXENT and, together with PLIXXENT, plan and take appropriate remedial action suitable to prevent, stop or minimize the extent of any breach. In such cases, Supplier shall notify PLIXXENT immediately of its knowledge of such violations.

23. Applicable law, place of jurisdiction Interpretation of clauses etc.

23.1 The legal relationships in connection with the purchase contract shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions of private international law.

23.2 Place of performance for deliveries and services is the agreed place of receipt, for payments Oldenburg.

23.3 If the Supplier is a merchant, exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Oldenburg. However, the Purchaser shall also be entitled to bring an action at the Supplier's place of business.

23.4 Customary clauses shall be interpreted in accordance with the respective valid Incoterms.

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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