

1. Scope:

1.1 These General Sales Conditions (GSC) apply to all our business relationships with our customers ("Purchasers"). The GSC only apply if the Purchaser is a businessperson (Section 14 BGB), a legal person under public law or a quasi-autonomous special public entity.

1.2 The GSC apply in particular to agreements for the sale and/or delivery of movable items ("Merchandise"), regardless of whether PRIMO manufactures the Merchandise itself or purchases it from suppliers (Sections 433, 650 BGB). PRIMO's GSC also apply in cases in which a Purchaser assigns material ("Customer Material") to us for the purposes of surface refinement. Our GSC become a constituent of any agreement on the acceptance of the delivery at the latest. In the event of continuous business relationships our GSC also apply to future transactions in which no explicit reference to these is made, if effective reference was made during an earlier order of the Purchaser confirmed by us.

1.3 Our GSC apply exclusively. Any contrary, contradictory or supplementary General Terms and Conditions of the Purchaser shall only become a constituent of an agreement if PRIMO has explicitly agreed to their applicability. This requirement for agreement applies in any case, for example, also if PRIMO carries out a delivery without reservations in awareness of the Purchaser's General Terms and Conditions.

1.4 Any individual agreements made with the Purchaser in an individual case (including ancillary agreements, addenda and amendments) take precedence over these GSC in every case. A written agreement or our written (in writing or text form) confirmation shall be authoritative for the contents of such agreements, subject to any evidence to the contrary.

1.5 Legally-relevant declarations and notices of the Purchaser with regard to the agreement (e.g. deadlines set, notices of defects, withdrawal or reductions) must be submitted in writing or text form (e.g. letter, email, fax). Statutory form regulations and other verifications, for example, in case of doubts about the legitimation of the party submitting a declaration, remain unaffected.

1.6 Any references to the applicability of statutory regulations are for clarification purposes only. As a result, statutory regulations apply insofar as these are not directly amended or explicitly excluded by these GSC, including without any such clarification.

1.7 Working days in accordance with these GSC are Monday to Friday excluding statutory public holidays.

2. Conclusion of an agreement:

2.1 PRIMO's quotations are subject to change and are non-binding. This also applies if PRIMO has provided the Purchaser with catalogues, technical documentation (e.g. drawings, plans, costings, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – or for viewing/downloading on a site in the internet to which PRIMO reserves ownership rights and copyrights.

2.2 An order of Merchandise by the Purchaser shall be deemed to be a binding offer to contract. If nothing to the contrary results from the order, PRIMO is entitled to accept this offer to contract within three weeks after its receipt at PRIMO. If an order is made electronically, and if a confirmation of receipt is drawn up, this confirmation of receipt shall not represent any binding acceptance of the order. An order confirmation may be combined with a confirmation of receipt.

2.3 An acceptance may either be made in writing (e.g. through an order confirmation) or by delivery of the Merchandise to the Purchaser.

3. Prices and terms of payment:

3.1 Insofar as nothing to the contrary is agreed, PRIMO's prices are denominated in euros, FCA in our order confirmation to known place of delivery (as per Incoterms 2020). Value added tax is not included in PRIMO's prices; it will be disclosed separately in the invoice at the statutory amount applicable on the invoice date.

3.2 Insofar as nothing to the contrary is explicitly agreed or is disclosed on the invoice, payments for delivered Merchandise must be made within ten (10) days of the invoice date without deductions. However, PRIMO is entitled at any time, including within the scope of a current business relationship, to carry out a delivery in full or in part only in return for advance payment. PRIMO will declare a corresponding reservation with the order confirmation at the latest. All payments must be made cashless.

3.3 The Purchaser shall only be entitled to rights of offsetting and retention if their counterclaims are legally established, recognised by us or undisputed. The Purchaser shall only be entitled to exercise a right of retention if their claim relates to the same contractual relationship.

3.4 If after the conclusion of an agreement it becomes recognisable (e.g. through an application to open insolvency proceedings) that our claim to the purchase price is endangered due to a lack of ability to perform of the Purchaser, in accordance with statutory regulations PRIMO shall be entitled to refuse performance and – after setting a deadline, if applicable – to withdraw from the agreement (Section 321 BGB). PRIMO may declare its immediate withdrawal from agreements for the manufacture of specific items (custom productions); statutory regulations on the dispensability of setting a deadline remain unaffected.

4. Deadlines for deliveries; delivery and arrears:

4.1 Delivery dates (concrete delivery date/week) and/or delivery deadlines (periods of time) are only binding for PRIMO if these are explicitly agreed in writing to be binding with PRIMO. PRIMO's written order confirmation shall be authoritative for this purpose. Any retrospective amendments accepted by PRIMO shall postpone agreed delivery dates/deadlines to a later date by an appropriate period of time, depending on the scope of the amendments requested, unless PRIMO has explicitly agreed compliance with the original delivery date/deadline once again in writing.

4.2 Two weeks after a probable (e.g. detailed as "approximate" "or probable") delivery date has been exceeded the Purchaser may request that PRIMO delivers within an appropriate deadline. The appropriateness of this period of grace shall be determined in consideration of the current market situation, the Purchaser's awareness of this on the conclusion of the agreement, as well as any incidents that PRIMO cannot influence that led to the exceeding of the probable delivery date. The aforementioned deadline shall extend to four weeks if it involves Merchandise that is produced in accordance with the Purchaser's specifications.

4.3 The agreed delivery deadlines shall commence on receipt of the order confirmation by the Purchaser at the earliest, as well as after receipt of all the documents that must be supplied by the Purchaser, and any permits and approvals that may be required. The pre-condition for compliance with delivery dates is the punctual receipt of all documents that must be supplied by the Purchaser, required permits and approvals as well as – if the Purchaser is obliged to provide payment in advance – compliance with the agreed terms of payment and any other obligations by the Purchaser. If these pre-conditions are not met, the deadlines shall be extended appropriately; this does not apply if PRIMO is responsible for the delay.

4.4 The Purchaser is obliged to accept the Merchandise. Acceptance is always a main performance of the Purchaser.

4.5 If the Purchaser falls into arrears with acceptance, if they neglect to carry out a cooperation action or if PRIMOs' delivery is delayed on other grounds for which the Purchaser is responsible, PRIMO shall be entitled to demand compensation for the resulting loss, including for additional expenses (e.g. storage costs). For this purpose PRIMO will invoice lump-sum compensation of 0.2% of the net price per working day, commencing with the delivery deadline or – in the absence of a delivery deadline – with the notification of the readiness to ship the Merchandise, however, in total a maximum of 5% of the net price of the Merchandise accepted with a delay. Proof of a higher loss and PRIMO's statutory claims (in particular reimbursement of additional expenses, appropriate compensation, termination) remains unaffected; however, the lump sum must be offset against any further monetary claims. The Purchaser is permitted to prove that PRIMO has not suffered any loss at all or has only incurred a lower loss than the preceding lump sum.

4.6 PRIMO is entitled to provide partial deliveries and partial services at any time insofar as this is reasonable for the Purchaser.

4.7 On the delivery of the Merchandise PRIMO reserves the right to deviations caused by technical production reasons in weights, item quantities and dimensions to an appropriate extent. In this regard a deviation of 10% is permitted with regard to the weight and the item quantity.

4.8 Any test, checking and acceptance costs must be borne by the Purchaser.

4.9 PRIMO shall not accept any liability for the impossibility of a delivery or for delivery delays, insofar as these are caused by force majeure or other incidents that were not foreseeable at the point in time of the conclusion of the agreement (e.g. operational disruptions of all kinds, difficulties in the procurement of material or energy, transport delays, strikes, legal lockouts, shortages of labour, energy or raw materials, difficulties in the procurement of necessary official permits, pandemics or epidemics, official actions or non-delivery, incorrect delivery or unpunctual delivery by suppliers despite a congruent hedging transaction concluded by the vendor) for which PRIMO is not responsible. PRIMO is not responsible for the impossibility of a delivery or a delivery delay as a result of export control provisions, embargoes or comparable restrictions. If the incidents described in this (4.9) materially impede PRIMO in the delivery or service and the impairment is not merely temporary, PRIMO shall be entitled to withdraw from the agreement; PRIMO shall refund any consideration already provided by the Purchaser without delay. In the event of temporary impairments, delivery or service deadlines or delivery or service dates shall be postponed by the time of the impairment plus an appropriate start-up period. PRIMO will notify the Purchaser of the new delivery deadline as soon as possible. In these cases, the Purchaser may only declare its withdrawal from the Agreement if acceptance of the delivery or service is not reasonable for it as a result of the delay.

4.10 PRIMO shall determine the occurrence of a delay in delivery in accordance with statutory regulations. However, an overdue notice from the Purchaser is required in every case. If PRIMO falls into arrears with delivery, the Purchaser may demand lump-sum reimbursement of losses caused by delay.

4.11 The rights of the Purchaser as per these GSC and PRIMO's statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to the impossibility or unreasonableness of the performance and/or supplementary performance) remain unaffected.

5. Merchandise returns:

5.1 In the event of voluntary Merchandise returns, PRIMO shall only refund 80% of the originally paid invoice amount. PRIMO reserves the right to charge further deductions for reductions in value of voluntary Merchandise returns. If any transport costs are incurred for Merchandise returns, these shall be borne by the Purchaser.

5.2 Merchandise that was specially produced or procured for the Purchaser is generally excluded from voluntary return.

5.3 Voluntary Merchandise returns may only be carried out if a) the Merchandise is in an unused, clean and resalable condition and is in the original packaging; and b) the Merchandise was sold a maximum of twelve (12) months before; and c) the Merchandise is still included in our current sales programme, and d) the Merchandise is properly packed for the purposes of return transport and is protected from environmental influences (in addition to the original packaging). The Purchaser shall not have any claim to Merchandise returns even if the aforementioned requirements are met.

6. Transfer of risks and shipping:

6.1 If nothing is agreed to the contrary, deliveries above a Merchandise value of €5,000 as well as any supplementary performances shall be made FCA to the place of delivery specified in our order confirmation (as per Incoterms 2020). Up to a Merchandise value of €5,000 the Purchaser shall bear all shipping costs.

6.2 Unloading the Merchandise on delivery is the responsibility of the Purchaser in every case. The Purchaser must unload the Merchandise without delay. Any unloading by the vehicle personnel or assistance to them during unloading shall be carried out exclusively at the risk and costs of the Purchaser.

6.3 The Purchaser must confirm receipt of the Merchandise for cross-border deliveries within the EU by means of a confirmation of receipt.

7. Packaging, pallets:

7.1 The type of packaging shall be selected at our discretion or in consultation with the customer. The Purchaser is obliged to dispose of this packaging for deliveries abroad at its costs, insofar as this packaging is not reusable packaging. The standard packaging used is merely transport packaging that is intended to protect the Merchandise and, in particular, the refined surface, during transport in enclosed transport equipment that is not exposed to the elements. The packaging is not in any case suitable for storing the Merchandise outside, unless this has been determined by PRIMO or in consultation with the customer. Depending on the products, placement in the transport rack shall be carried out exclusively in accordance with technical production viewpoints. Products will generally not be packed positionally, but in accordance with technical transport and production requirements in single-use wooden crates, wooden racks or pallets or in honeycomb cardboard packaging.

7.2 Insofar as nothing to the contrary is agreed, steel long goods pallets, reusable spools, reusable pallets plus accessories, reusable packaging as well as other transport aids – hereinafter referred to together as "Carriage Aids" – remain our unsaleable property. These must be treated with care, labelled as our property and must not be used for any other purposes other than the storage of the delivered Merchandise during transport by the Purchaser or the consignee specified by the Purchaser. Insofar as nothing to the contrary is agreed, the Purchaser must return the Carriage Aids at any time,

however, two (2) weeks after delivery at the latest and after informing us in advance and at its costs. PRIMO is entitled to demand the surrender of the Carriage Aids at any time. The Purchaser must prepare the Carriage Aids for collection on the dates we specify. If these are not surrendered punctually or in an undamaged condition, and if the Purchaser is responsible for this, PRIMO shall be entitled to invoice the Purchaser the costs of procuring a replacement item of the same financial value as compensation. These amounts are due for payment immediately without deductions. The Purchaser is not entitled to any rights of retention over the Carriage Aids.

7.3 If legal regulations stipulate regular checks of steel long goods pallets and/or of other reusable packaging, the Purchaser shall be obliged to meet this obligation for the steel long goods pallets and/or reusable packaging and/or any other Carriage Aids in its possession.

8. Defect rights:

8.1 Statutory regulations apply to the Purchaser's rights in the event of any material defects or defects of title (including incorrect and short deliveries), insofar as nothing to the contrary is determined below. Special statutory regulations remain unaffected in all cases in the event of final delivery of the unprocessed Merchandise to a consumer, including if they have processed these (supplier recourse as per Section 478 BGB). Any claims resulting from supplier recourse are excluded if the defective Merchandise was processed by the Purchaser or by any other business, e.g. through installation in another product.

8.2 The basis of our liability for defects is primarily the agreement concluded on the properties and condition of the Merchandise. All product descriptions and disclosures that are the subject of an individual agreement or that we had made public at the point in time of the conclusion of the relevant agreement are deemed to be an agreement on the properties and condition of the Merchandise. Samples, disclosures in brochures or information that results from other advertising material does not represent any assumption of durability or guarantees of properties and conditions in accordance with Section 443 BGB but are descriptions and are merely intended to provide a general presentation of the products described. These are examples only and are not binding acceptance samples. If the Purchaser would like binding samples, they must request these from us in writing in their order with reference to a "binding product sample". We reserve the right to make amendments and to errors in the aforementioned documents. Illustrations are merely similar to the delivered Merchandise. Any reference to technical standards is only a service specification and must not be interpreted as a guarantee of properties and conditions either. PRIMO reserves the right to make reasonable amendments to the finish, material selection and design, profile design and other amendments that serve technical progress at any time – including without prior notice.

8.3 Insofar as properties and conditions were not agreed, it must be assessed in accordance with the statutory regulation whether there is a defect or not (Section 434 (1) p. 2 and 3 BGB, or for the surface refinement of customer material Section 633 (2) p. 2 BGB). However, PRIMO shall not assume any liability for public announcements of the manufacturer or of other third parties (e.g. advertising statements) to which the Purchaser has not referred as decisive for its purchase decision.

8.4 The pre-condition for the Purchaser's claims for defects is that it meets its statutory examination and complaint obligations (Sections 377, 381 HGB). The pre-condition for the Purchaser's claims for defects due to surface refinement of the customer's material is also that they meet the

examination and complaint obligations detailed below. If a defect appears during delivery, during the examination or at any later point in time, we must be notified of this in writing without delay. In every case, obvious defects must be reported in writing within seven (7) working days from delivery and defects that are not recognisable during the examination within the same deadline from their discovery. If the Purchaser neglects to carry out a proper examination and/or notification of defects, our liability for the defect report that is not made or is not made punctually or properly is excluded in accordance with statutory regulations. The surface refinement of customer material shall be deemed to be accepted twelve (12) working days after delivery. This does not apply if acceptance is refused within the aforementioned deadline with specification of at least one material defect. The payment of our invoice without reservations shall also be deemed to be acceptance. The possibility of setting an acceptance deadline as per Section 640 (2) BGB remains unaffected. The possibility of an acceptance by means of a different declaration by the Purchaser also remains unaffected.

8.5 If a delivered item is defective, PRIMO may initially choose whether PRIMO will provide supplementary performance by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery). Our right to refuse to provide supplementary performance under statutory pre-conditions remains unaffected.

8.6 PRIMO is entitled to make owed supplementary performance dependent on the Purchaser paying the due purchase price. However, the Purchaser is entitled to retain an appropriate part of the purchase price in relationship to the defect.

8.7 The Purchaser must give us the required time and opportunity for owed supplementary performance, in particular to hand over the Merchandise subject to complaint for checking purposes. In the event of a replacement delivery the Purchaser must return the defective item to us in accordance with statutory regulations. In this case the Purchaser must ensure that the defective item is packed securely for transport and is secured against environmental influences. Supplementary performance generally includes neither the dismantlement of the defective item nor reinstallation, if PRIMO was not originally obliged to carry out installation.

8.8 PRIMO shall bear or reimburse the expenses required for the purposes of checking and supplementary performance, in particular transport, travel, labour and material costs, as well as any dismantlement and installation costs, in accordance with statutory regulations, if there actually is a defect. Otherwise, PRIMO may demand the reimbursement of the costs incurred for unjustified defect rectification (in particular checking and transport costs) from the Purchaser, unless the absence of defects was not recognisable to the Purchaser.

8.9 In urgent cases, e.g. in the event of a danger to operational safety or to prevent disproportionate damage, the Purchaser has the right to rectify the defect itself and to demand the reimbursement of the objectively required expenses for this. PRIMO must be informed of such self-remedy of defects without delay, if possible in advance. Any self-remedy of defects shall not apply if PRIMO is entitled to refuse corresponding supplementary performance in accordance with statutory regulations.

8.10 If supplementary performance fails or if a deadline for supplementary performance set by the Purchaser expires unsuccessfully or is superfluous in accordance with statutory regulations, the Purchaser may withdraw from the purchase agreement or reduce the purchase price. However, there is no right of withdrawal in the event of minor defects.

8.11 Any claims of the Purchaser to compensation or reimbursement of fruitless expenses, including in the event of defects, shall only apply in accordance with (9) and are otherwise excluded.

8.12 Consulting services are unpaid additional services that PRIMO is not obliged to provide, unless we are issued a separate, additional and paid order.

8.13 PRIMO is entitled to commission third parties with contractual performances. PRIMO is generally free in the selection of third parties, insofar as nothing to the contrary has been explicitly agreed with the Purchaser.

9. Other liability:

9.1 Insofar as nothing to the contrary results from these GSC, including the following provisions, PRIMO shall be liable for a breach of contractual and extra-contractual obligations in accordance with statutory regulations.

9.2 PRIMO shall be liable to pay compensation or to reimburse fruitless expenses – regardless of the legal grounds – within the scope of fault-based liability in the event of intent and gross negligence. In the event of minor negligence PRIMO shall be liable, subject to statutory limitations of liability (e.g. duty of care in own affairs; minor breach of obligations) only a) for losses caused by death, personal injury or injury to health, b) for losses from the breach of a material contractual obligation (obligation that must be fulfilled in order to make the execution of the agreement possible at all and compliance with which the contractual partner regularly trusts and may trust in); however, in this case our liability is limited to reimbursement of foreseeable, typically occurring losses.

9.3 The limitations of liability resulting from (9.22) also apply in the event of breaches of obligations by or in favour of persons for whose culpability PRIMO is responsible in accordance with statutory regulations. These do not apply insofar as PRIMO maliciously concealed a defect or had assumed a warranty for the properties and condition of the Merchandise and for the Purchaser's claims in accordance with the German Product Liability Act (Produkthaftungsgesetz).

9.4 The Purchaser may only withdraw from or terminate the agreement due to a breach of obligations that does not consist of a defect if PRIMO is responsible for the breach of obligations. A free right of termination of the Purchaser (in particular as per Sections 650, 648 BGB) is excluded. Otherwise statutory pre-conditions and legal consequences apply.

10. Period of limitations:

10.1 In variance from Section 438 (1) 3 BGB the general period of limitations for claims resulting from material defects and defects of title is one year from delivery. If an acceptance is agreed, the period of limitations will commence with the acceptance.

10.2 The deadline for the period of limitations for surface refinement of customer material for claims from material defects and defects of title is two years as per Section 634 a (1) 1 BGB.

10.3 The preceding period of limitation deadlines also apply to contractual and extra-contractual compensation claims made by the Purchaser that relate to a defect, unless the application of the regular statutory period of limitations (Sections 195, 199 BGB) would lead to a shorter period of limitations in the individual case. Compensation claims made by the Purchaser as per Clause 9 (2) sentence 1 and sentence 2(a), as well as in accordance with the German Product Liability Act (Produkthaftungsgesetz) are exclusively subject to statutory period of limitation deadlines.

11. Safeguarding reservation of title:

11.1 PRIMO retains title to the Merchandise until the receipt of all payments from the business relationship with the Purchaser. In the event of conduct of the Purchaser that is in breach of contract, in particular

in the event of payment arrears, PRIMO shall be entitled to take possession of the Merchandise after withdrawing from the agreement. PRIMO is entitled to view the reserved goods that are our property at any time at the place where they located. If PRIMO asserts its surrender claim after withdrawing from the agreement, the Purchaser hereby irrevocably grants us permission to take possession of Merchandise that is our property, regardless of whether it is processed or unprocessed, and for this purpose to access the location at which the Merchandise is located. Taking possession of and attachment of the Merchandise by us – regardless of the assertion of claims to compensation – represents a withdrawal from the agreement. After withdrawal PRIMO is authorised to exploit the Merchandise; the exploitation revenues will be offset against the Purchaser's payables – minus appropriate exploitation costs.

11.2 The Purchaser is obliged to treat the Merchandise with care; in particular, the Purchaser is obliged to sufficiently insure the Merchandise at reinstatement value against fire, water and theft damage at its own cost.

11.3 In the event of attachments or any other third-party interventions on the Merchandise the Purchaser must notify us in writing without delay in order that PRIMO can file a lawsuit as per Section 771 ZPO. In the event of attachments the Purchaser must append a copy of the attachment report. If the third party is not in a position to reimburse us the court and extra-judicial costs of a lawsuit as per Section 771 ZPO, the Purchaser shall be liable for the deficit incurred.

11.4 The Purchaser is entitled to sell the Merchandise on in the course of orderly business; however, this authorisation shall lapse in the event of payment arrears of the Purchaser. The Purchaser now assigns to us all receivables at the amount of the invoice (including VAT), which it accrues from its buyer or a third party from the resale of reserved goods and does so regardless of whether the Merchandise is resold without or after processing. However, if other reserved goods suppliers have co-ownership to the resold delivery item, the Purchaser assigns their receivables from resale to us only in the relationship of the invoice value (including VAT) of our deliveries to the total invoice amount of the deliveries of the other reserved goods supplier. This assignment is made to secure all of our current and future receivables from the business relationship with the Purchaser. The Purchaser remains authorised to collect this receivable even after the assignment. In this regard the Purchaser will act for us as a trustee. Our authorisation to collect the receivable ourselves remains unaffected. However, PRIMO is obliged not to collect the receivable as long as the Purchaser meets their payment obligations from the revenues received, does not fall into payment arrears and in particular, does not make an application to open bankruptcy, settlement or insolvency proceedings or if payments are discontinued. If, however, this is the case, PRIMO may demand that the Purchaser makes known the assigned receivables and their debtors, makes all the disclosures required for collection, hands over the accompanying documents, and notifies the debtors (third parties) of the assignment.

11.5 Any processing or reshaping of the Merchandise by the Purchaser will always be carried out for us as the manufacturer. If the Merchandise is processed with other objects that do not belong to us, PRIMO shall acquire co-ownership to the other processed objects in proportion to the value of the Merchandise (final invoice amount, including VAT) at the time of the processing. Otherwise, the same applies to the item created by processing as to the Merchandise delivered under reservation.

11.6 If the Merchandise is inseparably mixed with other objects that do not belong to us, PRIMO shall acquire co-ownership to the new item in proportion to the value of the

Merchandise (final invoice amount, including VAT) to the other mixed objects at the time of the mixing. If mixing is carried out in a manner that means the item of the Purchaser or of a third party is viewed as the main item, it is deemed to be agreed that the Purchaser transfers pro rata co-ownership to us. In this manner the Purchaser keeps the sole ownership or co-ownership item in custody for us.

11.7 If deliveries are made in return for advance payment by the Purchaser, PRIMO shall waive all the aforementioned simple, expanded and extended reservation of title rights. In the event of advance payment ownership of the Merchandise shall pass to the Purchaser on receipt of payment or with the handover of the Merchandise.

12. Other provisions:

12.1 PRIMO retains ownership rights, patent rights, design rights, copyrights and/or other property rights to illustrations, drawings, drafts, designs, calculations and other documents. This also applies to any documents labelled as "Confidential". The Purchaser requires PRIMO's explicit agreement in writing before these are passed to any third party. The Purchaser explicitly recognises all the property rights to which we are entitled. The Purchaser shall only use the documents transferred to it for the purpose for which it has received these.

12.2 Insofar as PRIMO manufactures tools or has tools manufactured for orders of the Purchaser and invoices the pro rata costs incurred for this to the Purchaser, these tools, including their accessories, shall not become the Purchaser's property and the Purchaser shall have no further claim to surrender of the same. In particular, the tools will not be delivered to the Purchaser. With regard to VAT the payment of the tool costs will be made to a special performance.

12.3 The rights of the Purchaser from the supply agreement are, with the exception of monetary receivables, non-transferable.

12.4 PRIMO processes personal data insofar as this is required to fulfil the business relationship with the Purchaser (the legal basis for this is Art. 6 (1) b) GDPR).

This personal data will not generally be passed to third parties, unless this is required to provide services to the Purchaser. If PRIMO uses third parties for parts of our service provision, PRIMO will ensure that these service providers either cannot (be able to) become aware of this personal data or only do so if statutory pre-conditions are met. If terms of payment are granted, PRIMO will pass the Purchaser's personal data to our commercial credit insurer. This data will also be passed on in individual cases after a prior review, insofar as this is necessary to safeguard our legitimate interests.

12.5 Insofar as Merchandise comes under the REACH Regulation (EC) No. 1907/2006, the Purchaser is obliged to comply with the product-specific safety data sheet during its storage and processing and to transfer the corresponding data to its customers in the event of resale. Current safety data sheets can be requested from their contact in our sales support service.

13. Applicable law and court of jurisdiction:

13.1 The law of the Federal Republic of Germany applies to these GSC and to the contractual relationship between us and the Purchaser under the exclusion of international uniform law, in particular UN sales law.

13.2 If the Purchaser is a merchant in accordance with the German Commercial Code, a legal person under public law or a quasi-autonomous special public entity, the exclusive court of jurisdiction – including internationally – for all disputes arising directly or indirectly from this contractual relationship is Tostedt. The same applies if the Purchaser is a businessperson in accordance with Section 14 BGB. However, in all cases PRIMO is also entitled to file a lawsuit at the place of performance of the supply obligation as per these GSC or an individual agreement that takes precedence or at the general court of jurisdiction of the Purchaser. Any precedent statutory regulations, in particular about exclusive competences, remain unaffected.