GENERAL TERMS AND CONDITIONS OF BUSINESS

(Version dated 1 October 2026)

Verotec
Sto Group

1 General, scope

1.1 All offers, deliveries, and other services, including future offers, deliveries, and other services, of Verotec GmbH – hereinafter referred to as "Verotec" – that are provided to purchasers as defined in section 1.4 are based exclusively on these general terms and conditions of business.

1.2 Differing terms and conditions of a purchaser, or terms and conditions of a purchaser not included in these terms and conditions of business, will not be recognised unless Verotec has expressly agreed to their validity in text form. Any counter-acknowledgements issued by the purchaser referencing its own terms and conditions of business or purchase are hereby rejected.

1.3 If Verotec and the purchaser agree on any provisions that deviate from individual terms of these general terms and conditions of business, this will not affect the validity of the remaining provisions of these general terms and conditions of business.

1.4 These general terms and conditions of business only apply to purchasers who are acting in a commercial or self-employed professional capacity when concluding the contract (traders as defined by Section 14 of the German Civil Code/BGB) and to legal persons under public law or to a special fund under public law.

1.5 If a framework agreement expressly refers to these general terms and conditions of business or if their validity is expressly agreed in some other manner, they may also apply in individual cases to contracts with purchasers who differ from those specified in section 1.4.

2 Conclusion of contract, subject matter of contract

2.1 Our offer is non-binding.

2.2 Orders placed by the purchaser are binding for a period of two weeks of being received by Verotec.

2.3 The contract comes into existence when Verotec confirms the order in written or text form.

2.4 Unless expressly stated as binding, the illustrations and drawings of our goods in brochures, promotional literature, and price lists, as well as the data contained therein (e.g. regarding materials, dimensions, or shape), are subject to change, and any errors therein are excepted.

2.5 Verotec's obligation to perform is determined by the agreement concerning the properties and assumed use of the goods (including accessories and instructions), which must – as a minimum – be in text form, unless no express agreement has been made. Public statements by the manufacturer of a product that Verotec markets under its own brand name, or statements by other third parties (e.g. advertising messages), do not describe the performance obligations of Verotec. In each case, our own public statements about a product, particularly those made in advertising, on labels, or in product data sheets, take priority over statements made by third parties.

2.6 Verotec does not provide the purchaser with any commercial warranties on conclusion of the contract, unless this is expressly agreed in writing on an individual basis.

3 Application engineering information, details of product properties

3.1 Application engineering information, application instructions, advice, and recommendations that are issued by Verotec verbally or in writing to assist the purchaser or applicator are provided to the best of Verotec's knowledge at the time. They are non-binding and do not establish any contractual rights or secondary obligations under the purchase contract, unless otherwise expressly agreed (see section 2.5). Under no circumstances do the information and recommendations provided by Verotec release the purchaser and applicator from their obligation to independently verify the suitability of Verotec products for the respective intended use.

3.2 Details of product properties do not constitute a guarantee of properties and condition or durability, unless they are expressly identified as such or agreed as such on the basis of an individual contract.

3.3 The Technical Data Sheets, Safety Data Sheets, and declarations of performance that apply to the product in accordance with the European Construction Products Regulation form an integral part of the contract. The Technical Data Sheets and Safety Data Sheets are available for download from the website at www.verotec.de or can be requested free of charge from Verotec.

3.4 Verotec products conform to the recognised rules of engineering, as well as the standards, directives, and official and legal regulations that are specified in the Technical Data Sheets, Safety Data Sheets, and declarations of performance that are applicable to the respective product in accordance with the European Construction Products Regulation. Verotec does not accept any purchaser requirements beyond these.

4 Specified quantities, overdeliveries or underdeliveries, partial deliveries

4.1 Products are to be ordered by specifying quantities with reference to the products offered by Verotec.

4.2 If quantities are communicated or ordered by providing details of surface areas, Verotec will convert these areas into quantities based on experience. Depending on the substrate and how the product is applied in individual cases, the quantity delivered in specific instances may be up to 10 % higher or lower than the amount required for the specific project – as is customary in the industry.

4.3 When orders are placed for deliveries of goods that are created or adapted in line with specific purchase requests (hereinafter referred to as "custom variants"), it might not be possible to produce the exact quantity for production-related reasons. Therefore, in line with industry practice, deliveries of up to 10 % more than the quantity ordered are permitted and must be paid for by the purchaser.

4.4 Verotec is entitled to make partial deliveries and provide partial services, provided this is reasonable for the purchaser and the purchaser has an objective interest in partial delivery.

5 Delivery time, proviso concerning upstream supply difficulties, compensation for delays in performance

5.1 Delivery deadlines, times, and/or dates (hereinafter referred to as "time of delivery") are to be expressly agreed on an individual basis or will be stated as binding by Verotec in the confirmation of order. In all other cases, details of the time of delivery are non-binding.

5.2 If Verotec cannot meet a binding time of delivery for reasons beyond the control of Verotec (non-availability of product/service), Verotec shall inform the purchaser of this without delay. Verotec shall also communicate the estimated new time of delivery as soon as it possibly can. If the product/service is still not available at the new time of delivery and this is again due to reasons beyond the control of Verotec, Verotec is entitled to withdraw from the contract, either in whole or in part; any consideration already provided by the purchaser will be refunded by Verotec without delay. An instance of product/service non-availability in this sense will be deemed to exist, in particular, in the event of force majeure (section 6) and in the event of late deliveries by Verotec's upstream suppliers.

5.3 Times of delivery will commence only after the purchaser has provided the documents and approvals that it must obtain, fully clarified all details regarding the desired execution and all technical issues, and fulfilled the agreed arrangements (e.g. advance payment). In the event of delays to the above, the delivery times will be postponed accordingly.

5.4 In the event of a delivery delay, Verotec shall be liable in accordance with the legal regulations; the extent of liability is determined according to section 13 below. However, the purchaser must always issue a reminder, which must – as a minimum – be in text form and set a reasonable deadline.

5.5 In the event of a partial delay or of partial impossibility, the purchaser may only withdraw from the entire contract or may only claim compensation for non-performance of the entire obligation if the purchaser has no interest in the partial fulfilment of the contract. In all other respects, the provisions of sections 5.2 to 5.4 apply mutatis mutandis to a partial delay.

5.6 In all other respects, the legal rights of the contracting parties remain unaffected, particularly in cases where the obligation to perform is excluded (e.g. because performance and/or supplementary performance are impossible or unreasonable).

6 Force majeure

6.1 "Force majeure" means the occurrence of an event or circumstance that hinders a party from fulfilling a contractual obligation, to the extent that the party affected by the hindrance (hereinafter referred to as "the affected party") can prove (a) that the hindrance is beyond its reasonable control and (b) that the affected party could not have reasonably prevented or overcome its impact. Hindrances as defined in (a) include, inter alia, wars, civil wars, uprisings, acts of terrorism, piracy, currency and trade restrictions, embargoes, sanctions, official measures and decrees, expropriation, supply bottlenecks and material shortages, particularly energy or raw material shortages, epidemics, pandemics, natural disasters, and fires, unless the unaffected party proves otherwise.

6.2 If the conditions of section 6.1 are met, the affected party is released from its contractual obligation and any liability for breach thereof from the time when the hindrance makes performance impossible and to the same extent that the hindrance prevents performance, provided that the affected party notifies the other party without delay. If the notification is not issued immediately, the release will not take effect until the notification is received by the other party. Where applicable, the other party may suspend the fulfilment of its obligations from the time of the notification.

6.3 If the effect of the asserted hindrance or event is temporary, section 6.2 only applies for as long as the asserted hindrance prevents the contractual obligation from being fulfilled by the affected party. The affected party must inform the other contracting party as soon as the relevant hindrance no longer exists.

6.4 The affected party is required to rectify the force majeure event insofar as possible and to limit its impact to the maximum possible extent.

6.5 Notwithstanding this, Verotec is entitled to withdraw from the contract, either in whole or in part, if the force majeure event persists for more than 4 weeks following the agreed delivery date.

7 Passing of risk, transport, packaging

7.1 As a basic principle, the agreed Incoterms clause applies to the passing of the risk and to transport. Any reference to Incoterms always means the Incoterms 2020, unless otherwise agreed in individual cases.

7.2 Unless otherwise agreed and subject to sections 7.3 to 7.4 below, Verotec always makes delivery FCA Lauingen (Incoterms 2020).

7.3 Additional costs, e.g. for express freight requested by the purchaser, must be borne by the purchaser. The same applies to additional costs incurred through air freight or the use of ferries.

7.4 In the case of delivery outside of Germany or to the German Baltic or North Sea islands, freight costs and any additional costs (section 7.3) are always payable regardless of the order value. The amount is determined by the confirmation of order.

7.5 The take-back of sales packaging is subject to the legal provisions, and Verotec will comply with the requirements set out therein.

8 Obligations of the purchaser to cooperate, default in acceptance

8.1 If the purchaser defaults in acceptance or fails to cooperate, or if the delivery is delayed for other reasons attributable to the purchaser, particularly if the delay is requested by the purchaser, the risk will pass to the purchaser starting from the day when it is notified that the goods are ready for dispatch. This does not affect the payment obligations of the purchaser.

8.2 In the event of section 8.1, Verotec is also entitled to demand compensation for resulting loss or damage, including additional expenses (such as storage costs and interest for prefinancing). For this, Verotec will charge flat-rate compensation of EUR 1.00 for each working day and pallet space, starting from the delivery deadline or – in the absence of a delivery deadline – when the purchaser is notified that the goods are ready for dispatch. This does not affect the right to prove a higher level of loss or damage and assert legal claims (particularly the reimbursement of additional expenses, appropriate compensation, termination of contract); however, the flat-rate fee is to count towards any further monetary claims. The purchaser is entitled to prove that Verotec incurred no loss or damage, or that the loss or damage was substantially lower than the aforementioned flat-rate fee.

9 Prices and payment

9.1 Prices are exclusive of the relevant VAT at the applicable statutory rate.

9.2 Verotec is entitled to pass on to the purchaser purpose-specific statutory special charges and costs as well as fees and contributions for which Verotec is invoiced directly or indirectly through its suppliers, or which Verotec has to pay due to legal requirements (such as usage fees for transport routes, nature and health protection, or emissions) in the form of a flat-rate, purpose-specific amount plus statutory value-added tax.

9.3 Invoices are payable immediately. Custom variants (see section 4.3) require advance payment in all cases. If different payment terms are granted, they will not apply generally, but only to the specific transaction referenced. When a calendar date is set as the payment deadline, this is the date that triggers default.

9.4 In the context of an ongoing business relationship, Verotec is entitled at any time to require advance payment for further full or partial deliveries following appropriate notification by Verotec.

9.5 From 1 January 2027 onwards, Verotec shall issue e-invoices in accordance with the statutory requirements, using a structured electronic format (currently, XRechnung or ZUGFeRD 2.0.1 or later) and shall transmit them by e-mail (as XML attachments) or via another suitable electronic interface. The purchaser shall ensure that it is able to receive, check, and process e-invoices at an address that it has communicated and that can be reached permanently (e-mail or another suitable electronic interface). It shall keep this address up to date and check it regularly, including its spam folder, etc., especially after purchases. For sales that are not subject to the e-invoice obligation (small amounts, for example), the purchaser consents to the transmission of other electronic invoices (PDF via e-mail). The e-invoice is considered to have been received when it is sent to the last known address. If the invoice is also transmitted in another format (such as PDF), if this is done at all, this will be on a purely non-binding basis for information purposes and will not replace the electronic invoice in its structured format in line with the statutory requirements.

9.6 The purchaser must check the accuracy and completeness of all invoices without delay. Objections to an invoice must be raised in writing within one month of receipt. Failure to raise timely objections will be deemed approval of the invoice.

9.7 The purchaser will only have set-off rights if its counterclaims are based on the same contractual relationship, have been legally established as final and absolute, are undisputed, or are recognised by Verotec.

9.8 The purchaser is only permitted to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

9.9 If the purchaser decides to pay by SEPA corporate direct debit, it undertakes to provide Verotec with the current SEPA forms, which must have been completed and signed. The amount will be debited on the date specified on the invoice. The parties agree that providing notification of the date on the invoice in this manner will suffice as notification of the planned debiting (prenotification). The purchaser must ensure that the designated account contains sufficient funds.

10 Reservation of title/extended reservation of title

10.1 Verotec reserves title to the products until all receivables arising from the business relationship with the purchaser – including future ones – have been fully settled (including all incidental receivables, such as interest) (hereinafter referred to as "goods subject to reservation of title"). If an open account arrangement has been agreed with the purchaser, the reservation of title will apply until the recognised balance of the open account is fully settled.

10.2 In cases where cash payment or advance payment has been agreed, title will transfer fully to the purchaser upon delivery.

10.3 The purchaser must treat the goods subject to reservation of title with care and, in particular, adequately insure them at its own expense at their replacement value against property insurance risks, particularly fire, storm, hail, and burglary.

10.4 The purchaser is also entitled to resell or further process the goods subject to reservation of title, including mixing and commingling, in the ordinary course of business.

10.5 The purchaser hereby assigns to Verotec in advance any purchase price receivables, wage receivables, or other receivables relating to the goods subject to reservation of title that arise from their resale, further processing, or another legal reason (e.g. processing at a factory, an insured loss, or unlawful actions), including the recognised balance of an open account arrangement, up to the invoice value of the goods subject to reservation of title; Verotec accepts the assignment. The assignment of receivables in accordance with sentence 1 above serves to secure all claims – including future ones – arising from the business relationship with the purchaser.

10.6 The purchaser has the revocable right to collect the assigned receivables in its own name on behalf of Verotec. This collection authorisation may only be revoked if the purchaser fails to properly fulfil its payment obligations. In such an event, the purchaser must, at Verotec's request, provide the details necessary for collecting the assigned receivables and make the relevant documentation available.

10.7 In the event of seizure, confiscation, damage, and/or the loss of the goods subject to reservation of title, the purchaser shall inform Verotec without delay; any breach of this obligation will entitle Verotec to withdraw from the contract. The purchaser shall, in particular, bear all costs in the context of third-party opposition proceedings that were necessarily incurred to successfully lift a seizure and, where applicable, successfully recover the goods subject to reservation of title, insofar as these costs cannot be recovered from third parties.

10.8 If the purchaser suspends payments, a petition is filed for insolvency proceedings against the purchaser's assets, or the goods subject to reservation of title are seized, the purchaser shall lose the right to resell or further process the goods subject to reservation of title, and to collect the assigned receivables. Subsequently received payments for assigned receivables must be immediately deposited into a separate account.

10.9 Verotec undertakes, at the purchaser's request, to release the securities held by Verotec insofar as the realisable value of the securities exceeds the secured receivables by more than 10 % for more than a temporary period. If Verotec is charged VAT when realising the security collateral as a result of the purchaser making a delivery to Verotec that is subject to VAT, the aforementioned limit of 110 % will be increased by this VAT amount. The purchaser is also entitled to demand the release of securities if the goods transferred by way of security are estimated to be worth more than 150 % of the secured receivables. The choice of which securities are to be released is at the discretion of Verotec.

10.10 If Verotec has withdrawn from the contract definitively, Verotec is entitled to take back the goods subject to reservation of title if reasonable notice of this action was given. The costs incurred by exercising the right of take-back, particularly in relation to transport, will be borne by the purchaser. After taking back the goods subject to reservation of title, Verotec is entitled to realise them and use the proceeds to satisfy the debt, provided that reasonable advance notice of this action was given. If the proceeds exceed the outstanding receivables from the contractual relationship, the excess amount will be given to the purchaser.

11 No export (or re-export) to Russia or Belarus; export control and sanctions

11.1 The purchaser may not sell, export, or re-export to Russia or Belarus – either directly or indirectly – any goods which are being delivered in the context of or in connection with these general terms and conditions of business and which fall under the scope of Article 12g of Regulation (EU) No. 833/2014 or Article 8g of Regulation (EU) No. 765/2006, nor may the purchaser designate such goods for use in Russia or Belarus.

11.2 The purchaser must do its best to ensure that the obligation in section 11.1 is also agreed later on in the supply chain and that the purpose of section 11.1 is not thwarted by third parties later in the supply chain, including any potential resellers.

11.3 The purchaser must set up and maintain an appropriate monitoring mechanism that will allow it to expose any conduct by third parties later in the supply chain, including any potential resellers, that would thwart the purpose of sections 11.1 or 11.2.

11.4 Any breaches of section 11.1, 11.2, or 11.3 represents a serious breach of a material contractual obligation, and Verotec is entitled to put appropriate legal remedies in place, including, but not limited to: (a) suspending delivery and (b) applying a contractual penalty of 10 % of the total value of the exported goods.

11.5 The purchaser must notify Verotec without delay of any difficulties in fulfilling section 11.1, 11.2, or 11.3, including any relevant activities of third parties that could thwart the fulfilment of these sections.

11.6 The purchaser is responsible for upholding all applicable export control provisions and sanctions, including – but not limited to – direct or indirect restrictions on trade, sales, delivery, export, transport, or transit of goods.

12 Notice of defects, rights in the event of material defects/take-back of goods

12.1 Unless otherwise stipulated below, the purchaser's rights in the event of material defects and defects of title are governed by the legal regulations.

12.2 If the supplier has recourse within the supply chain upon final delivery of the goods to a consumer, the mandatory legal provisions shall always apply, but only to the extent that the purchaser has not made any agreements with its customer that exceed the statutory warranty claims. Such claims are excluded if the defective goods have been further processed by the purchaser or another trader to create a new item of movable property, e.g. by installing them in another product.

12.3 The purchaser's claims for defects are contingent upon the purchaser having fulfilled its legal inspection and notification obligations. In any case, obvious defects must be reported in text form (e.g. in writing or by e-mail) within 5 working days (Saturday is not classed as a working day) of delivery and any hidden defects identified during the inspection within the same timeframe following discovery. If the purchaser fails to carry out the inspection and/or report the defect properly, Verotec's liability for the defect not reported in time or not reported properly will be excluded in accordance with the legal regulations.

12.4 If the delivered item is defective, Verotec may – in the first instance – choose whether supplementary performance by Verotec should consist of remedying the defect (remediation) or delivering a new item that is free of defects (replacement delivery). This does not affect the right to refuse supplementary performance in accordance with the legal requirements.

12.5 Defect-free goods delivered by Verotec will not be taken back.

12.6 Verotec is entitled to make the supplementary performance owed contingent upon the purchaser paying the outstanding purchase price, subject to the exercise of a right to withhold a reasonable portion of the purchase price that is proportionate to the defect.

12.7 The purchaser must grant Verotec sufficient time and opportunity to provide the supplementary performance owed, and, in particular, must surrender the disputed goods for inspection or allow access to the processed or installed goods for this purpose. In the case of replacement delivery, the purchaser must return the defective item to Verotec in accordance with the legal regulations.

12.8 The expenses that are essential for the purpose of carrying out the inspection and supplementary performance – particularly transport, travel, labour, and material costs – will be borne by Verotec if a defect actually exists. Otherwise, Verotec may demand that the purchaser reimburse the costs incurred due to the unjustified defect remediation request (particularly inspection and transport costs), unless the lack of defect was not discernible by the purchaser.

12.9 If supplementary performance fails, or if a reasonable deadline set by the purchaser for supplementary performance has expired without result or does not need to be set according to the legal regulations, the purchaser may withdraw from the purchase contract or reduce the purchase price. However, in the case of an immaterial defect, there is no right of withdrawal.

12.10 Even in the case of defects, claims by the purchaser for compensation or for the reimbursement of futile expenses exist only in accordance with section 13 and are otherwise excluded.

13 Extent of liability

13.1 Unless otherwise provided in these general terms and conditions, including the following provisions, Verotec shall be liable in accordance with the legal regulations for any breach of contractual or non-contractual obligations.

13.2 Verotec is liable without restriction for damage resulting from injury to life, limb, or health based on an intentional or negligent breach of duties by Verotec or an intentional or negligent breach of duties by its legal representative or vicarious agents, and in cases where liability applies without regard to fault as required by law, in particular under the German Product Liability Act (Produkthaftungsgesetz) and in cases involving liability under a warranty.

13.3 Verotec is liable for other damage based on an intentional or grossly negligent breach of duties by Verotec or an intentional or grossly negligent breach of duties by its legal representative or vicarious agents.

13.4 In the event of gross negligence, the liability is limited to foreseeable damage that is considered typical at the time when the contract is concluded.

13.5 In cases of ordinary negligence, Verotec is liable – subject to any less stringent standard of liability prescribed by law (for example, the standard of care in one's own affairs) – for damage resulting from a substantial breach of a material contractual obligation only to the extent of the foreseeable damage that is considered typical at the time when the contract is concluded. A material contractual obligation is an obligation which must be fulfilled in order for the contract to be performed correctly, whose fulfilment the purchaser has relied on and may routinely rely on, and whose culpable breach would jeopardise the purpose of the contract being satisfied.

13.6 Verotec shall under no circumstances compensate the purchaser for any loss of profit or indirect damage, unless a case under section 13.2 or 13.3 applies.

13.7 In all other cases, Verotec's liability is excluded.

13.8 The limitations of liability under section 13 here also apply to breaches of duty by or for the benefit of persons whose fault is attributable to Verotec under the legal regulations (such as employees, workers, representatives, and vicarious agents).

14 Rights of withdrawal and termination by the purchaser outside the law on material defects

14.1 The purchaser may only withdraw from or terminate the contract due to a breach of duty not related to a defect if Verotec is responsible for the breach.

14.2 The purchaser does not have a free right of termination (in particular, as specified in Section 648 of the German Civil Code).

14.3. In all other respects, the statutory requirements and legal consequences apply to withdrawal and termination.

15 Limitation period

The statutory limitation period applies.

16 Credit agencies

16.1 Verotec will send general company data of the purchaser, such as the company name and address, to commercial credit agencies before a purchase contract is concluded and regularly in the course of a continuing obligation or an existing business relationship so that the credit agencies can cross-check the data against their own database to assess the purchaser's creditworthiness and provide Verotec with a corresponding credit report. Verotec will also send data to these credit agencies and their payment experience pools concerning the contractual relationship and its performance in accordance with or deviation from the agreed terms. These credit agencies will save this data and send it to their contractual partners within the EU single market in order to provide them with the information they need to assess the purchaser's creditworthiness. The purchaser may obtain information directly from the credit agencies regarding the data stored about it there.

16.2 Verotec hereby draws attention to the fact that, in accordance with Art. 6 (1)(f) of the GDPR, Verotec sends data to SCHUFA concerning receivables that have not been paid despite being due, and that this data may be taken into account there in the determination of probability values (scoring). This happens in cases where the purchaser has been reminded at least twice in writing after the receivable became due, the first reminder was issued at least four weeks earlier, and the purchaser has not disputed the receivable.

17 Deterioration of financial situation and creditworthiness

17.1 If the purchaser suffers a deterioration in its financial situation after the conclusion of the contract, Verotec shall be entitled to provide outstanding deliveries and services only against security. If the purchaser is not able to provide the required security within a reasonable period, Verotec shall be entitled to withdraw from the contract.

17.2 The same applies if, after conclusion of the contract, Verotec becomes aware of facts that give rise to legitimate doubts about the purchaser's solvency or creditworthiness, unless the purchaser can prove that Verotec was already aware of these facts on conclusion of the contract or should have been aware of them had it applied due diligence.

17.3 In the aforementioned cases, Verotec shall, despite payment instructions to the contrary, be entitled to allocate the purchaser's payments to the most recent receivables first, and shall, upon their allocation to the associated goods subject to reservation of title, waive any enhanced and/or extended reservation of title. Verotec shall inform the purchaser of this and bear the interest disadvantage.

17.4 Furthermore, in the cases referred to above, Verotec is entitled, based on the reservation of title agreed in section 10 to prohibit the further processing and resale of the delivered goods, and to revoke the collection authorisation according to section 10.6.

18 Place of performance, place of jurisdiction, and applicable law

18.1 As a basic principle, the place of performance for deliveries and payments is the registered office of Verotec.

18.2 If the purchaser is a merchant, legal person under public law, or special fund under public law, or if the purchaser or the branch of the purchaser concluding the contract has its registered office outside the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Augsburg. The same applies if the purchaser does not have a general place of jurisdiction within Germany, relocates its registered office, domicile, or habitual residence outside of Germany after the conclusion of the contract, or if its registered office, domicile, or habitual residence is unknown at the time when the action is brought. Verotec is, however, always entitled to take action against the purchaser at the latter's general place of jurisdiction.

18.3 The law of the Federal Republic of Germany applies exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

18.4 Should a provision of these general terms and conditions be or become ineffective, the effectiveness of the other provisions shall remain unaffected.