

## 1. Scope of application

1.1. All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. However, these General Conditions of Sale only apply if Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special association under public law.

1.2. References made by Buyer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviations from these General Conditions of Sale require the explicit written approval of the Seller.

## 2. Offer and acceptance

2.1. Seller is not obliged to accept the Buyer's order. Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order (offer) and Seller's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

2.2. Each accepted order constitutes a separate agreement, and the cancellation or termination of any particular agreement does not entitle Buyer to terminate or reject any other agreement.

2.3. If Buyer modifies, cancels or terminates an agreement 5 working days or less before the expected delivery date, Buyer shall indemnify Seller against all losses, damages, costs, fees, taxes, expenses or other damages incurred by Seller exclusively, mainly or partially as a result of the modification, cancellation or termination of the agreement by Buyer.

## 3. Product quality, specimens and samples; guarantees

3.1 The quality of the goods is exclusively determined by Seller's product specifications valid at the time of delivery. Subjective requirements going beyond the agreed product specifications and objective requirements are excluded.

Identified uses under the European Chemicals Regulation REACH relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.

3.2 The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.

3.3 Unless specifically agreed, accessories or instructions are not part of the contractual obligation. Instructions of the Seller are of purely informational nature and do not represent an agreement on particular properties or conditions of the goods, nor the suitability for a particular use under the contract.

3.4 Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.

## 4. Consulting and Support services

Insofar as Seller provides advice or other support services, this is given to the best of his knowledge. Advice and information with respect to suitability and application of the goods is not binding and shall not relieve Buyer from undertaking his own investigations and tests with regards to the suitability of the goods supplied for the processes and purposes he intends to use them for; such advice and/or information does not constitute an agreement regarding contractual properties or conditions or a specific suitability for use of the goods.

## 5. Prices

5.1 If Seller's prices or Seller's terms of payment are generally altered between the date of contract and delivery, Seller may apply the price or the terms of payment in effect on the date of delivery. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase.

5.2 For delivery and performance within the EU, before the VAT is implemented, the Buyer must inform the Seller of his respective VAT identification number under which he pays taxes on his earnings within the EU.

5.3 In case of a non-electronic export declaration, the Buyer has to provide the Seller with the proof of exportation necessary for taxation purposes for deliveries and performances from the Federal Republic

of Germany to countries outside the EU, which are not carried out or commissioned by the Seller. If this proof is not provided, then the Buyer must additionally pay for the VAT to be levied on performance within Germany on the amount invoiced.

## 6. Payment, Delay in Payment and Securities

6.1 Unless otherwise provided in Seller's invoice or agreed in writing, payment for the goods must be made no later than thirty days after the invoice date.

6.2. Failure to pay the purchase price when due constitutes a material breach of contractual obligations. In the event of a delay in payment of the price or partial amounts by Buyer, Seller is entitled to charge to Buyer interest on the amount outstanding at the rate of 9 percentage points above the base interest rate announced by the German Federal Bank at the time payment is due if the amount is invoiced in Euros, or, if invoiced in any other currency, at the rate of 9 percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

6.3 Buyer is obliged to make all payments when due in full amount and without deduction, whether by offsetting, retention, counterclaim, discount (unless otherwise agreed), reduction or in any other way.

6.4 All payments shall be credited to the invoices and shall be deemed to have been made in the order of invoicing.

6.5 In the event of justified doubts as to the solvency of Buyer, in particular in the event of default in payment, Seller may, subject to further claims, revoke any specified terms of payment and make further deliveries dependent on the granting of other securities.

## 7. Delivery, validity of INCOTERMS and return of packaging materials

7.1 Delivery shall be effected in accordance with the trade terms set out in the individual contract, for which the version of the INCOTERMS in force on the date the contract is concluded is applicable. Providing no express agreement has been reached, deliveries are made carriage paid to named place of destination (CPT).

7.2. Seller is entitled to undertake and invoice partial deliveries, provided that the partial delivery is of use for Buyer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured, and Buyer does not incur any substantial additional work or additional costs (unless Seller agrees to take over these costs).

7.3. Delivery dates or deadlines specified by Seller are at all times estimates only and non-binding unless fixed delivery dates or deadlines have been explicitly confirmed or agreed.

7.4. For deliveries within the Federal Republic of Germany, the Buyer shall pay for all costs regarding a possible return (transport to hand-over point and disposal) of the sales packaging. The place of return is the address of the disposal point designated by the Seller.

## 8. Damage in transit

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

## 9. Compliance with legal requirements

9.1. Unless otherwise agreed in individual cases, Buyer is responsible for compliance with legal and official regulations on the import, transport, storage and use of the goods. This also includes the regular, successful implementation of all necessary training courses regarding handling and use of the goods (in particular but not limited to such training courses as are required by the REACH Regulation).

9.2 Buyer assures that in the course of the business relationship with the Seller (including any use of contractual goods and their packaging) he will abide by any and all applicable legal requirements (including all tax and foreign currency regulations).

## 10. Buyer's rights regarding defective goods

10.1 Buyer shall inspect the goods immediately upon receipt of the goods for defects. Seller must be notified of any defects that can be discovered during routine inspection immediately after receipt of the goods; other defects must be reported immediately after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.

**10.2** If the goods are defective and Buyer has duly notified Seller in accordance with Clause 10.1, Buyer has the statutory rights to the following extent:

- a) Seller initially has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods (subsequent performance).
- b) Seller may make two attempts at subsequent performance. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.
- c) With regard to claims for compensation, including compensation for unproductive expenditure on a defect, Clause 11 applies.
- d) § 445 a BGB shall not apply.

**10.3** Buyer's claims for defective goods are subject to a limitation period of one year from receipt of the goods.

In the following cases, the legal limitation periods apply instead of the one-year limitation period:

- a) Liability for wilful misconduct,
- b) Fraudulent concealment of a defect,
- c) Claims against Seller relating to the defectiveness of goods that when applied to a building in the normal manner caused it to be defective,
- d) Claims for injury to life and limb and damage to health caused by Seller's negligent breach of duty, or by wilful or negligent breach of duty on the part of Seller's legal representative or vicarious agent,
- e) Claims for other damage caused by Seller's grossly negligent breach of duty, or wilful or grossly negligent breach of duty on the part of Seller's legal representative or vicarious agent,
- f) In the event of a Buyer's recourse claim based on consumer goods purchasing regulations.

## 11. Liability

**11.1** Seller shall be generally liable for damages in accordance with the law. Seller is liable for damages – regardless of the legal grounds – in the event of intent and gross negligence. In the event of a simple, negligent violation of essential contractual obligations (an obligation the fulfilment of which is essential for the proper performance of the contract and on the compliance of which the Buyer may regularly rely), however, Seller's liability shall be limited to compensation for typical, foreseeable damages. In the event of a simple, negligent violation of non-essential contractual obligations, Seller shall not be liable.

**11.2.** The limitations of liability in Section 11.1 do not apply

- a) in the event of damages resulting from injury to life, limb or health that are based on a negligent breach of duty by Seller or an intentional or negligent breach of duty by a legal representative or vicarious agent of Seller,
- b) insofar as Seller has fraudulently concealed a defect,
- c) insofar as Seller has assumed a guarantee for the quality of a good,
- d) for claims of Buyer under the Product Liability Act.

Seller shall not be liable in the event of impossibility or delay in the fulfilment of delivery obligations if the impossibility or delay is due to the Buyer's necessity to comply with public law obligations in connection with the European Chemicals Regulation (REACH Regulation).

**11.3** Seller does not give any assurance, guarantee or compensation that the goods do not infringe any patents, trademarks, registered design or other industrial rights of third parties for the area of application envisaged by Buyer.

## 12. Offset

Buyer may only set off against claims of Seller with an undisputed or adjudicated counterclaim.

## 13. Retention of title

### 13.1 Simple retention of Title

Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

### 13.2 Expanded Retention of Title

In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship with Seller, Seller retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

### 13.3 Retention of Title with processing clause

In the event Buyer processes the goods delivered by Seller, Seller shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, Seller shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Seller to the invoice value of the other materials.

### 13.4 Retention of Title with combination and blending clause

If the goods delivered by Seller are combined or blended with material owned by Buyer, which has to be considered the main material, it is deemed to be agreed that Buyer transfers to Seller the joint title to such main material in the proportion of the invoice value of the goods delivered by Seller to the invoice value (or, if the invoice value cannot be determined to the market value) of the main material. Buyer holds in custody for Seller any sole or joint ownership originating therefrom at no expense for Seller.

### 13.5 Extended Retention of Title with blanket assignment

Buyer shall have in the ordinary course of business free disposal of the goods owned by Seller, provided that Buyer meets its obligations under the business relationship with Seller in due time. Buyer already assigns to Seller all claims in connection with the sale of goods to which Seller reserves the right of retention of title when concluding the sales agreement with Seller; should Seller have acquired joint title in case of processing, combination or blending, such assignment to Seller takes place in the proportion of the value of the goods delivered by Seller with retention of title to the value of the goods of third parties with retention of title. Buyer already assigns to Seller any future confirmed balance claims under current account agreements in the amount of the outstanding claims of Seller when concluding the sales agreement with Seller.

### 13.6 Right of Access/Disclosure

At the request of Seller, Buyer shall provide all necessary information on the inventory of goods owned by Seller and on the claims assigned to Seller. Furthermore, at the request of Seller, Buyer shall identify on the packaging Seller's title to the goods and shall notify its customers of the assignment of the claims to Seller.

### 13.7 Late Payment

In the event of late payment by Buyer, Seller is entitled, without rescinding the sales agreement and without granting a period of grace, to demand the temporary surrender of the goods owned by Seller at Buyer's expense and to revoke the Buyer's authority to further sell and process the goods subject to retention of title.

### 13.8 Partial Waiver Clause

At Buyer's request, BASF is obliged to release the securities to which it is entitled to the extent that the realisable value of the securities exceeds BASF's outstanding claims by more than 10%. BASF may select the securities to be released.

## 14. Force majeure

To the extent, any incident or circumstances beyond the Seller's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, cyber-attacks, fire, explosion, epidemics and pandemics (whether or not officially declared by the WHO), acts of authorities), reduces the availability of goods from the plant from which the Seller receives the goods such that Seller cannot fulfil its obligations under this contract (taking into account on a pro rata basis other supply obligations), Seller is (i) released from his contractual obligations for the duration of the disruption and to the extent of its effects and (ii) is not obliged to procure the goods from third parties. Sentence 1 shall also apply to the extent such incident or circumstance renders the contractual performance commercially useless for Seller over a long period or occurs with suppliers of Seller. If these events or circumstances last longer than 3 months, the Seller is entitled to withdraw from the contract without the Buyer having any right to compensation.

## 15. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

**16. Communication**

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

**17. Data Protection and IT-Security**

**17.1** If, within the scope of the execution of the contract, Seller provides Buyer with personal data of its employees (hereinafter referred to as "Personal Data") or if Buyer becomes aware of this Personal Data in any other way, the following provisions shall apply.

Personal data that is disclosed in the aforementioned way and not processed on behalf of Seller may only be processed by Buyer for the execution of the contract and may not – except in the case of legal permissibility – be otherwise processed, in particular disclosed to third parties and/or analyzed for own purposes and/or used to create profiles. This also applies in the event of the use of anonymised data.

Buyer shall ensure that the Personal Data is only made available to those employees of Buyer who are used to carry out the contract in question and only to the extent necessary for the execution of this contract (need-to-know principle). Buyer will design his organization in such a way that it meets the requirements of the applicable data protection law, in particular take technical and organizational measures to adequately secure the personal data against misuse and loss.

Buyer does not acquire any rights to the Personal Data and is currently obliged to correct, delete and/or restrict the processing of the Personal Data under the statutory conditions. Rights of retention in relation to Personal Data are excluded.

In addition to its legal obligations, Buyer shall inform Seller immediately, at the latest within 24 hours, of a breach of the protection of personal data, in particular in the event of loss. Upon termination of the relevant contract, Buyer will delete the Personal Data, including all copies made, in accordance with the legal requirements.

**17.2.** Information on Seller's data protection is available at [basf.com/datenschutz-eu](http://basf.com/datenschutz-eu).

**17.3** For the placement of electronic orders by the Buyer, Seller only provides for the respective interfaces. Buyer must carefully handle access data (username and password) provided. In the event of loss or unauthorized access to these access data, Buyer shall immediately inform the Seller. Buyer is liable to the Seller for any damages resulting from the late notification to the Seller of such loss or unauthorized access.

**18. Jurisdiction**

The place of jurisdiction is the Seller's place of jurisdiction or – at Seller's discretion – the Buyer's general place of jurisdiction.

**19. Applicable law**

The United Nations Convention of 11 April 1980 (CISG) on Contracts for the International Sale of Goods applies to the contractual relationship, regardless of whether Buyer has his registered office in a CISG contracting state or not. In addition, German law is applicable without recourse to its conflict of law rules. The conclusion of the contract shall be governed exclusively by German law without recourse to its conflict of law rules and excluding the CISG.

**20. Contract language**

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded ("Contract Language"), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

Edition: May 2022