

### 1. Scope of application

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. 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

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.

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

**3.1** Unless otherwise agreed, the quality of the goods contractually due is exclusively determined by Seller's product specifications valid at the time of delivery.

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

### 4. 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.

### 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.

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. Delivery and return of packaging materials

**6.1** 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).

**6.2** 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.

### 7. 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.

### 8. Compliance with legal requirements

**8.1** Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.

**8.2** 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).

### 9. Delay in payment

**9.1** Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.

**9.2** In the event of a default in payment by Buyer, Seller is entitled to charge 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.

### 10. Buyer's rights regarding defective goods

**10.1** 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:

- Seller initially has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods (subsequent performance).
- 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.
- With regard to claims for compensation, including compensation for unproductive expenditure on a defect, Clause 11 applies.

**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:

- Liability for wilful misconduct,
- Fraudulent concealment of a defect,
- Claims against Seller relating to the defectiveness of goods that when applied to a building in the normal manner caused it to be defective,
- 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,
- 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,
- 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. In the event of a simple, negligent violation of fundamental contractual obligations, however, Seller's liability shall be limited to compensation for typical, foreseeable losses. In the event of a simple, negligent violation of non-fundamental contractual obligations, Seller shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health.

**11.2** Seller is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation REACH being triggered by Buyer.

## 12. Set off

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

## 13. Security

If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, Seller may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security.

## 14. Retention of title

### 14.1 Simple retention of Title

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

### 14.2 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.

### 14.3 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.

### 14.4 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 can not 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.

### 14.5 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.

### 14.6 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.

### 14.7 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.

### 14.8 Partial Waiver Clause

Should the value of the securities exceed Seller's claims by more than 15%, Seller waives securities to this extent.

## 15. 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, fire, explosion, acts of government), 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 obliga-

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tions), Seller shall (i) be relieved from his obligations under this contract to the extent Seller is prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially impractical for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to withdraw from the contract without the Buyer having any right to compensation.

## 16. Place of payment

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

## 17. 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.

## 18. Jurisdiction

Place of jurisdiction is the Seller's place of business or, at Seller's option, the Buyer's general place of jurisdiction.

## 19. Applicable law

The contractual relationship shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 irrespective of whether the Buyer's place of business is in a CISG state or not. Additionally, German law is applicable without recourse to its conflict of law rules. The conclusion of this contract is exclusively subject to 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.

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