

1. Quotations, Contracts, Scope

- a) The following Terms and Conditions of Sale and Supply (hereinafter "T&Cs" for short) shall apply exclusively and to all contracts, deliveries, services, and quotations made by us.
- b) We hereby object to and opt out from any terms and conditions of purchase that are imposed by a Purchaser and contradict or vary from our T&Cs unless we have given explicit, written approval of their validity. Our T&Cs shall apply exclusively even if we perform delivery unconditionally in knowledge of a Purchaser's terms and conditions opposing or varying from those in this document.
- c) Individual agreements made in specific situations, including collateral/subsidiary agreements, additions, and amendments, shall take priority over these T&Cs. A written contract or our written confirmation shall provide the authoritative content of such agreements.
- d) These T&Cs shall apply only to entrepreneurs and legal entities under public law, including ones with access to special public funds pursuant to §§ 14 and 310(1) German Civil Code ("Bürgerliches Gesetzbuch", BGB).

2. Prices, Price Changes

- a) Prices shall be listed ex works unless otherwise explicitly arranged.
- b) Our information and agreements pertaining to each price shall be subject to the addition of statutory value added tax. This tax shall be listed separately on the invoice at the rate legally applicable as at the day of invoicing.
- c) The price agreements shall apply only to the finalized order and be nonbinding in respect of later orders or replenishment orders.
- d) For orders with an agreed delivery time or service period of more than four months, we shall reserve the right to adjust the agreed prices by the change in costs that we experience if costs change after entering into the contract, including in particular from new wage agreements or material price fluctuations. If requested, we shall provide evidence of such changes to the Purchaser.

The above provision shall apply accordingly to any changes to customs duties, countervailing charges, taxes, or other government charges pertaining to the ordered goods where the costs for our services change as a result.

- e) The quantities or weight data determined at our delivery center prior to the goods' departure shall be used to calculate prices.
- f) The Purchaser shall consent to us also issuing electronic invoices for the invoices issuable as part of this and all future supply relationships and to us sending such invoices to the Purchaser electronically. The Purchaser shall be willing to meet the technical requirements for receiving and approving electronic invoices and shall immediately share with us the associated contact details. When specially required by the Purchaser the invoicing will be carried out in hard copy.

3. Delivery, Force Majeure

- a) Delivery periods and delivery dates shall be agreed individually, with our written confirmation serving as the authoritative basis for them. An agreed delivery period shall begin on the date of our order confirmation, though not before the Purchaser takes the reciprocal actions required of it, including payment of any deposit that may have been agreed, and there exists clarity regarding the order.
- b) Agreed delivery periods and times shall be deemed upheld when the goods are dispatched ex works before said periods expire and said times have passed. If dispatch of the goods is delayed for reasons not of our own, the delivery periods and times shall be deemed upheld when we have advertised the goods' readiness for shipment before said periods expire and said times have passed. Delivery periods shall be extended without prejudice to our rights in cases of Purchaser default by the period of time for which the Purchaser defaults on its obligations to us under this contract. The same shall apply to the postponement of delivery dates.
- c) Where the Purchaser does not issue us any instructions, we shall select the mode of shipment according to our best judgment and shall not be required to select the mode of shipment that is lowest in price.
- d) In instances of force majeure and other unforeseeable or unavoidable events causing damage for which we are not responsible, including operational malfunctions, labor disputes or disturbances, import/export bans, or material or energy shortages, the delivery period shall be extended or the delivery date postponed by the length of the disruption plus a reasonable grace period, provided the disruption has a considerable influence over the delivery or service. This provision shall also apply if such circumstances occur among our suppliers or other upstream suppliers.

We shall immediately notify the Purchaser of the occurrence of such circumstances and when such circumstances end. Should a disruption endure for longer than two months after expiry of the agreed delivery period or passage of the agreed delivery date, either Party shall be entitled to withdraw from the contract. Withdrawal of a Party shall have effect for the unfulfilled part of the contract unless the partial deliveries and services already rendered cannot be utilized by the Purchaser. In this case, the enforcement of compensation claims against us shall be prohibited.

- e) If, after entry into the contract, there develop indicators that satisfaction of our entitlement to payment will be endangered as a result of a Purchaser inability to perform, including due to a deterioration of its assets, default during previous deliveries, suspension of payments, or petition to commence insolvency proceedings, we shall be entitled to deny performance of our service until our payment entitlements have been fulfilled or security has been provided for these entitlements. Any discounts that may have been provided shall be void in this case.

Should the Purchaser's reciprocal obligation not be discharged or security not have been provided by a reasonable deadline set by us, we shall be entitled to withdraw from the contract and obtain compensation. For contracts for the production or delivery of nonfungible goods (made-to-order goods, production

based on Purchaser formulas, or similar), we shall be entitled to withdraw from the contract immediately and without setting a further deadline in the cases described above. Partial deliveries already made shall immediately be due for payment regardless of withdrawal. Additional rights and entitlements provided by law and/or contract shall not be affected thereby. Legal provisions regarding any nonrequirement for the provision of a grace period shall remain unaffected.

- f) Our fulfillment of and compliance with our delivery obligations shall require timely and correct deliveries to us from our upstream suppliers. We shall not be held liable for delayed or failed supply (impossibility) caused by the simple negligence of our upstream suppliers, however we undertake to assign to the Purchaser any entitlements to compensation from upstream suppliers that we may enjoy.
- g) We shall be entitled to make partial deliveries or render partial services where this is reasonable for the Purchaser. Reasonable situations shall include, but not be limited to, when the partial delivery or service can be utilized by the Purchaser to serve the purpose of the contract, the partial delivery or service is ensured, and the Purchaser does not incur any considerable additional expenses or costs as a result, unless we declare ourselves willing to pay these additional expenses or costs. We may bill reasonable portions of the agreed price.
- h) With blanket purchase orders, release orders shall be made by the agreed deadline. When arranging partial deliveries, the release order shall be made in time. Should release orders repeatedly not be made in time or for an unreasonably large volume, or should the Purchaser not collect the goods when they are declared ready for dispatch, we shall be entitled to set the Purchaser a deadline to perform its reciprocal actions; if this deadline passes fruitlessly, we shall be entitled to withdraw from the contract and obtain compensation, in particular for a part of the purchase price equivalent to our service. Our rights and entitlements provided by law and/or contract on account of the Purchaser's breach of obligation shall not be affected thereby.
- i) For intra-Community supply of goods not subject to tax in Germany, the Purchaser shall be required to immediately submit to us confirmation of arrival of the goods, including with it at least the name and address of the Purchaser, the volume of the object delivered, its normal trade description, the place and month of the object's receipt, the date on which the confirmation was issued, and the signature of the Purchaser or a person tasked by it to accept the goods. Should we not receive such confirmation by a reasonable, set due date – including after we request such confirmation – we shall be entitled to declare in the invoice the statutory value added tax pursuant to section 2(b) of these T&Cs and to collect this tax.

4. Shipment

- a) The place of performance for the delivery shall be the delivery center, unless otherwise arranged. The risk of the goods' accidental loss or deterioration shall pass to the Purchaser as soon as the shipment is transferred to the person or entity carrying the goods further. This shall apply regardless of whether the goods are shipped from the place of performance, who is paying the shipping costs, and whether the goods are shipped using our shipping materials.
- b) When loaned packaging (e.g. box pallets, EUR-pallets and similar) is delivered, the Purchaser shall, after emptying it, return corresponding loan packaging to the courier in connection with our next delivery. The Purchaser shall in all cases bear the risk of loss or damage of loaned packaging or carriage and shipment materials prior to the packaging's return to the courier. The Purchaser shall have no right to retain our carriage and shipment materials.

5. Payments, Penalty Interest

- a) The Purchaser shall be liable for discounting costs when paying by bill of exchange. They shall be payable immediately and without deductions. Bills of exchange and checks shall only be accepted after explicit agreement and shall only be deemed conditional payment.
- b) Unless otherwise arranged, the net purchase price shall be immediately due for payment on receipt of the invoice and be paid within 10 days of the invoice being sent (invoice date); the Purchaser shall not deduct any early payment discounts. The Purchaser shall be deemed to have defaulted if it does not pay within this period.
- c) Should the Purchaser default on payment, we shall be authorized to claim the legal penalty interest allowed by statutory provisions (currently 9 percentage points above the base interest rate) and potentially further rights and entitlements.
- d) Should the Purchaser not pay the purchase price when it is due while not defaulting on payment, we shall be authorized to charge interest on maturity at a rate 2 percentage points above the base interest rate, though no less than 5 percent for the year (§§ 352 and 353 German Commercial Code ["Handelsgesetzbuch", HGB]).
- e) We may credit incoming payments to one or more of multiple accounts payable to us at our own discretion unless the Purchaser specifies what the payment is intended for at the time payment is made.

6. Offset of Counterclaims and Right of Retention

The Purchaser shall be entitled to rights to offset counterclaims and retain property only for such Purchaser claims that we have recognized, that are undisputed, or that have been upheld by a legal process. Section 8(e) of these T&Cs shall not be affected thereby.

7. Retention of Title

- a) Title to the delivered goods shall remain vested in us until all obligations arising from the order and business relationship with the Purchaser have been discharged (hereinafter "reserved goods").
- b) The Purchaser shall have a revocable entitlement to dispositions of the reserved goods in the ordinary course of business so long as the Purchaser duly fulfills its obligations to us, as arising from the order and business relationship, in a timely manner. The Purchaser shall not be permitted to pledge the reserved goods or provide them as security. The Purchaser hereby assigns to us as security any of its receivables from the resale of reserved goods that may be processed or unprocessed; we hereby accept this assignment. Title to the goods shall remain invested in us until redemption of any bills of exchange or checks that are

accepted as payment. The Purchaser shall have revocable authority to collect assigned receivables from the resale of goods in the ordinary course of business. Our authority to collect the receivables ourselves shall not be affected thereby. However, we shall not collect the receivables so long as the Purchaser fulfills its payment obligation from the revenues collected, does not default on payment, does not request insolvency proceedings with regard to its assets, or suspend payment. Should this, however, become the case, we may then force the Purchaser to provide us with details of the assigned receivables and the entities who are debtors for said receivables, all details required for collection thereof, and all necessary documentation and to inform the debtors of the assignment.

- c) Any modification or processing of the reserved goods shall be done on our behalf, free of charge for us, and without any obligation for us such that we would be seen as manufacturer under § 950 BGB. Should the Purchaser combine or mix reserved goods with other goods not belonging to us, we shall acquire an interest in the new object at the same ratio of the reserved goods' invoice value to the value of the other objects combined or mixed as at the time of combination or mixture. Where the combination or mixture is done in such a way that the Purchaser's object must be considered the main object, the Purchaser shall assign to us proportionate co-ownership. The terms and conditions otherwise applying to the new object created from processing, combination, or mixture shall be the same as those in these T&Cs that apply to reserved goods.
- d) In instances of conduct in breach of contract and culpable breach of the Purchaser's contractual obligations, and especially in the case of default on payment, we shall be entitled to withdraw from the contract and demand the return of reserved goods in accordance with statutory provisions if a reasonable deadline set for the Purchaser passes without success. We shall be deemed to have withdrawn from the contract if we take back reserved goods. We shall not be required to provide a grace period unless statutory provisions require one. The Purchaser shall reimburse us for the costs of collection and exploitation of the reserved goods. The Purchaser shall send to us a detailed list of the reserved goods still present and of the third-party debtors for the receivables assigned to us. Regardless of the above, we shall be entitled at all times to carry out corresponding observations in order to realize our rights, including by entering storage and store spaces and inspecting all necessary documents and books.
- e) The Purchaser shall be required to handle reserved goods with care, store them separately from other goods, mark them as our goods, and insure them with customary insurance policies, particularly for fire and theft. The Purchaser shall keep reserved goods safe for us free of charge.
- f) The Purchaser shall immediately inform us of third-party legal enforcement measures affecting reserved goods, assigned receivables, and other securities and shall provide us with the documents required for intervention. The Purchaser shall pay the costs for out-of-court efforts for release and return. The same shall apply to costs for justified court intervention if they cannot be recovered from the third party.
- g) If requested by the Purchaser, we shall pick from among the securities to which we are entitled and release them so far as the realizable value of our securities exceeds the receivables requiring security by more than 10 percent. If requested by the Purchaser, we shall forgo retention of title if the Purchaser has incontestably discharged all payment obligations from the order and appropriate security has been provided for other amounts payable as a result of the ongoing business relationship.

8. Warranty

- a) Damage experienced by goods as a result of natural wear, incorrect, inappropriate, or improper handling, storage, or use; or noncompliance with our advice for processing, usage, and storage shall not be considered a defect.
- b) We shall not be required to assess the suitability of the Purchaser's drawings, specifications, plans, information, etc. for the intended or otherwise contractually required purpose unless we explicitly agree to this obligation. Unless otherwise explicitly arranged, we shall not be required to assess the suitability of our products for the Purchaser's intended use, processing, and/or mixture with other products; neither shall we be required to warrant our products' suitability for such actions. The product information provided on our product data sheets shall be the authoritative basis for determining what our products are suitable for.
- c) We have not assessed the suitability of our products for special applications offshore, in shipbuilding/watercraft construction technology, or in aerospace technology, for which reason such suitability shall not be made a requirement. We shall rule out any guarantee of the suitability of our products in these areas of application unless otherwise explicitly agreed.
- d) The Purchaser shall immediately inspect the goods on receipt and shall immediately report any apparent defects to us in writing or by telex within no more than 10 days of receipt of the goods. Hidden defects shall be reported immediately after they are discovered. Goods shall be deemed approved if defects are not reported in a timely manner.
- e) In the event of a complaint about a defect, we shall be entitled, at our own discretion, to request the Purchaser to send the rejected goods to us for inspection or a remedy, to send us at least 1 kg of the rejected goods for inspection, or to make the goods available for inspection. Where complaints are legitimate, we shall be entitled, at our own discretion, to make a replacement delivery, render a replacement service, or improve the defective delivery and service (i.e. provide a "remedy"). We shall consider the type of defect and the legitimate interests of the Purchaser when selecting our form of remedy. We shall be responsible for paying the expenses required for the purposes of the remedy. We shall not be responsible for paying additional expenses incurred by the Purchaser transferring the delivered goods to a different location from the place of performance, unless such transfer corresponds with the intended use of the delivered objects.
- f) We shall be entitled to make a remedy dependent on payment of the due purchase price. The Purchaser shall be entitled to retain a reasonable part of the purchase price proportional to the defect until the remedy has been provided.
- g) Should a remedy not be provided in a reasonable period of time, the Purchaser may, at its own discretion, withdraw from the contract or demand compensation. Should the Purchaser withdraw from the contract, it shall have no further

entitlement to compensation on account of the defect. If only part of a delivery of goods is defective, the Purchaser may only withdraw from the overall contract if it can demonstrate that it has no interest in the remaining part of the delivery. Compensation shall be limited to the difference between the purchase price and the value of the defective goods unless we are responsible for the breach of contract pursuant to section 10 of these T&Cs.

- h) Recourse against us through warranty rights from contracts for the purchase of consumer goods (§ 478 BGB) shall be an entitlement of the Purchaser only to the extent that the expenses that it claims are not based on an agreement between the Purchaser and its customer that grants the customer rights and entitlements in excess of statutory warranty rights and entitlements. Entitlements based on supplier regress shall be ruled out if the defective goods have been processed by the Purchaser or another entrepreneur, e.g. by being installed in another product.
- i) The Purchaser may only exercise entitlements and rights on account of a defect in the delivered objects or our service within a warranty period of 12 months following delivery of the goods. This shall not apply to compensation claims; neither shall this apply to entitlements or rights for which laws provide a mandatory, longer period, namely § 438(1)(2) BGB for buildings and building materials, § 479(1) BGB for recourse from purchase contracts for consumer goods, and §634a(1)(2) BGB for buildings and planning and monitoring services related to them; this provision shall also not apply to compensation claims arising from injury to life, limb, or health, to breach of obligation through intent or gross negligence for which we are liable, or when a defect is fraudulently concealed.

9. Product Information

- a) All information we provide about our products, especially their mixing ratios, suitability, and application, shall be seen as approximate values. This information shall not act as a guarantee of the characteristics of our products unless we have explicitly presented such a guarantee that goes beyond pure communication of the given information. The same shall apply to the results of chemical and physical analyses communicated to the Purchaser and data sheets and brochures provided to the Purchaser. The information we provide is based on our experience and presented to the best of our knowledge, and shall not relieve the Purchaser of its own duty to assess our products and their applicability for the Purchaser's intended use. The same shall also apply if we have previously delivered samples of goods.
- b) The Purchaser shall be responsible for following applicable laws and official regulations when using our products.

10. Liability

- a) In the event of slight negligence causing a breach of core contractual obligations, our liability shall be limited to compensation for the foreseeable loss typical for the nature of the contract. Core contractual obligations, for these purposes, shall be obligations whose violation endangers achievement of the contract's purpose or whose fulfillment enables the due performance of the contract in the first place and where the Purchaser may ordinarily rely on our compliance. In this case, the amount to which we may be held liable shall be limited to the maximum amount provided by our business liability and pecuniary damage liability insurer, which is €1,000,000.00.
- b) We may be held liable in line with statutory provisions in instances of culpable breach of core contractual obligations, quality not being as guaranteed, and injury to life, limb, or health. Our liability under the German Product Liability Act ("Produkthaftungsgesetz", ProdHaftG) shall not be affected thereby.
- c) Our liability for damages caused purely by delay shall be limited to 5 percent of the purchase price, though no less than the lump sum of €40.00 mandated by law for delays.
- d) Where our liability is limited or ruled out under the provisions of these T&Cs, such disclaimers shall not apply to cases of intent or gross negligence. We may be held liable for our own culpability and the culpability of our legal representatives and agents in cases of intent and gross negligence in accordance with statutory provisions.
- e) Our insurance shall not cover damage arising from and in conjunction with the usage of our products for applications off-shore, in shipbuilding/watercraft construction technology, or in aerospace technology. In this respect, we shall not be held liable for damages arising from these areas of application unless we are liable through intent or through injury to life, limb, or health. Where the Purchaser seeks for us to assume liability for these areas of application, we shall be willing to do so in return for the Purchaser paying the insurance premiums charged for the additional insurance.
- f) The above provisions shall not be associated with a reversal of the burden of proof at the Purchaser's expense.
- g) Where our liability is limited or ruled out, this disclaimer shall also apply to the personal liability of our employees, workers, personnel, and other agents.

11. Governing Law

Solely the laws of the Federal Republic of Germany, excluding provisions of the CISG (UN sales law), shall apply.

12. Venue

Exclusive venue with jurisdiction for all local and international matters shall be in Melle in the Federal Republic of Germany. However, we shall also be entitled to pursue legal proceedings against the Purchaser at the venue ordinarily having jurisdiction over it.