

## General Sales Conditions (General Terms and Conditions of Sale)

### 1. Scope, Form

1.1. These General Sales Conditions (GSC) apply to all our business relationships with our customers ("Purchaser"). These GSC only apply when the Purchaser is a merchant (Sec. 14 German Commercial Code), a corporate body governed by public law or a separate fund governed by public law.

1.2. These GSC apply specifically to contracts for the sale and/or delivery of moveable objects ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (Sec. 433, 650 German Commercial Code). Unless otherwise agreed, these GSC apply in the version valid at the time the Purchaser places an order, and, in any case, in the version communicated to him last in text form as a general agreement that also applies to similar future contracts, without us having to refer to them again in each individual case.

1.3. Our GSC apply exclusively. Divergent, conflicting or supplementary general terms and conditions of the Purchaser only become part of the contract if and insofar as we have expressly agreed to their validity. This approval requirement applies in any case, for example, even if we make the delivery to the Purchaser without reservation in knowledge of his GTC.

1.4. Individual agreements made in individual cases with the Purchaser, (including ancillary agreements, additions and changes) always take priority over these GCS. Subject to proof of the contrary, a written contract or our written confirmation prevail in relation to the contents of such agreements.

1.5. Legally relevant declarations of intent and statements by the Purchaser in relation to the contract (e.g. deadline setting, notice of defect, withdrawal or price reduction) must be made in writing (e.g. letter, email, facsimile). Statutory form regulations and further proof, particularly in case of doubt concerning the legitimacy of the declaring party, remain unaffected by this.

1.6. References to the validity of statutory provisions are only of clarifying significance. The statutory provisions apply even without such clarification, unless they have been directly amended or expressly excluded in these GSC.

### 2. Contract Conclusion

2.1. Our offers are subject to change and non-binding. This also applies if we have supplied the Purchaser with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we own the intellectual property rights and copyrights.

2.2. When the Purchaser places an order for goods it is considered to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within four weeks of receiving it.

2.3. Acceptance can either be declared in writing (e.g. by order confirmation) or by delivering the goods to the Purchaser.

### 3. Delivery, delivery deadline and default of delivery

3.1. Unless otherwise agreed, delivery takes place ex warehouse, which is also the place of performance for the delivery and any subsequent fulfilment. The goods can be shipped to another destination (sale by dispatch) at the request and expense of the Purchaser.

Unless nothing else is agreed, we are entitled to determine the nature of the shipment (specifically, carrier, shipping route, packaging).

The terms of delivery (INCOTERMS) define the responsibilities concerning transportation, insurance, duties, taxes, risk transfer of other aspects of delivering the goods and services

Version date: August 07, 2020 - Page 1 of 7

between us and the Purchaser, unless stipulated otherwise in these GSC. Decisive are the terms (INCOTERMS) and the place of delivery indicated in the Vendor's order confirmation. Terms of delivery stated by the Purchaser in the order are not accepted. INCOTERMS 2010 are decisive unless otherwise agreed in writing. If we do not specify delivery conditions in the order confirmation, delivery will take place ex works and uninsured.

3.2. We reserve the right to make delivery prior to the agreed delivery date. The occurrence of default in our delivery is governed by the statutory provisions. In any case, however, the Purchaser needs to send a reminder. The Purchaser is entitled to increase or reduce the delivery quantity to achieve full packing units.

3.3. The Purchaser is to report claims for transport damage to the transport company immediately and inform us by sending us a copy of the notification.

3.4. Unless expressly agreed otherwise between us and the Purchaser, the Purchaser is responsible for complying with all laws and regulations relating to the import, transportation, storage and use of the goods.

Any registrations required are the responsibility of the Purchaser.

3.5. If we cannot comply with binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the Purchaser without delay and notify him of the expected new delivery deadline at the same time. If the service is not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will then reimburse immediately any consideration already made by the Purchaser. A case of non-availability of the service in this sense is specifically the failure by our supplier to deliver on time, if we have concluded a congruent hedging transaction, neither we nor our suppliers are at fault or we are not obliged to procure in individual cases.

3.6. The rights of the Purchaser according to Sec. 8 of these GSC and our statutory rights remain unaffected, in particular, in the case of an exclusion of the obligation to perform (e.g. due to the impossibility or unreasonableness of the service and/or subsequent performance).

#### **4. Risk transfer, acceptance, default of acceptance and packaging**

4.1. The risk of accidental loss and deterioration of the goods is transferred at the latest on delivery to the Purchaser. The risk of accidental loss and deterioration of the goods in the case of sale by dispatch, however, as well as the risk of delay, is transferred on delivery of the goods to the forwarding agent, carrier or person or establishment otherwise responsible for making the shipment. If acceptance is agreed, this is decisive for the transfer of risk. The statutory provisions of work contract law also apply to an agreed acceptance in all other cases. Transfer or acceptance takes place in the same way if the Purchaser is in default of acceptance.

4.2. If the Purchaser enters into default of acceptance, or if he fails to cooperate or our delivery is delayed for other reasons for which the Purchaser is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump-sum compensation in the amount of 0.5% of the purchase price per calendar week, starting with the delivery date or – in the absence of a delivery deadline – on notification of the readiness of the goods for shipment. Proof of higher damages and our statutory claims (in particular compensation for additional expenditure, reasonable compensation, termination) remains unaffected; the lump-sum compensation will be counted towards further claims for money however. The Purchaser is entitled to prove that we incurred no or only significantly less damage than the aforementioned lump sum.

4.3. Unless otherwise agreed, we reserve the right to choose packaging and pack sizes.

4.4. The Purchaser shall dispose of the packaging material correctly, unless its return has been expressly agreed. This does not apply to reusable and borrowed containers governed by these GSC.

4.5. If the Purchaser supplies containers that need to be filled for delivery, we are not obliged to check them for suitability and especially not for cleanliness. The Purchaser bears the costs and is responsible for damage

Version date: August 07, 2020 - Page 2 of 7

caused by defective or inadequate containers. The Vendor is not liable for damage or defects caused as a consequence of defective or inadequate containers.

4.6. If the Vendor uses reusable containers for delivery, they are rented to the Purchaser for the period specified in the order confirmation. The rental rates specified in the order confirmation are also decisive, unless otherwise agreed in writing. If nothing is stated in the order confirmation, rent-free transfer amounts to 10 weeks from the invoice date. If nothing is stated in the order confirmation, the rent is EUR 224.00 per week and per container thereafter until the day of collection. Container rental is billed for per day. The Purchaser is responsible for notifying the Vendor of readiness for collection. If nothing else is agreed between the Purchaser and the Vendor, the Purchaser bears the costs and is responsible for the return transport. The Purchaser must comply with all applicable hazardous goods regulations and provide all information and documents that the Vendor requires for purposes of return transport free of charge. In case Container Inspections are required for return of container to comply with hazardous goods transport regulations it is the Purchaser's obligation to put the container in a condition that allows the transport and to bear the costs incurred. If a test period required to fulfill hazardous goods transport regulations falls within a period of 12 weeks from date of invoice, the Vendor bears the cost of putting the container in a transportable condition, whereby the Purchaser has to support the Vendor with maximum reasonable efforts. The Purchaser is prohibited from using the containers for any other purpose or filling them with anything other product. In the event of damage or contamination of the container, the Purchaser bears the costs of cleaning, repair or replacement.

## **5. Prices and terms of payment**

5.1. Unless otherwise agreed in individual cases, our current prices at the time of concluding the contract apply, ex warehouse, plus statutory sales tax.

5.2. In the case of sale by consignment (sec. 4 (1)), the Purchaser bears the transport costs ex warehouse and the costs of any transport insurance the Purchaser requires. The Purchaser bears the costs of any duties, fees, taxes and other public levies.

5.3. The purchase price is due for payment on the payment date stated on the invoice. If no payment date is stated on the invoice, the invoice amount is due for payment 30 days after the invoice date without deductions. Deduction of a discount is only permitted if agreed separately in writing in individual cases. Even in the context of an ongoing business relationship, however, we are entitled at any time to perform a complete or partial delivery against advance payment only. We shall make a statement concerning a reservation of this nature no later than when we confirm the order.

5.4. The Purchaser enters into default upon expiry of the aforementioned payment deadline. The respectively applicable statutory default rate of interest shall be applied to the purchase price during the period of delay. We reserve the right to assert further claims for delay. Our claim to the commercial interest on arrears (Sec. 353 German Commercial Code) vis-à-vis merchants remains unaffected. So long as the Purchaser is in default with payment, the Vendor reserves the right to suspend the execution of further orders.

5.5. The Purchaser is only entitled to set-off or retention rights insofar as his claim is legally established or undisputed. In case of deficiencies in the delivery, the counter-rights of the Purchaser remain unaffected, in particular, in accordance with Sec. 7 (6) (2) of these GSC.

5.6. If, after the Contract has been concluded, it becomes apparent that the Purchaser's failure to perform jeopardises our claim to the purchase price (e.g. by applying to open insolvency proceedings), we are, according to the statutory provisions, entitled to refuse performance and withdraw from the Contract (Sec. 321 German Commercial Code), if required, after setting a deadline. If the Contract concerns the production of non-saleable items (individual, custom-made items), we can declare our withdrawal immediately; the statutory provisions concerning the dispensability of the deadline remain unaffected by this. In the

Version date: August 07, 2020 - Page 3 of 7

aforementioned case, the Vendor is entitled to request delivery in turn against payment of all outstanding claims.

## **6. Retention of title**

6.1. We reserve the right of ownership to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

6.2. The goods subject to retention of title are not allowed to be pledged to third parties or transferred as collateral before full payment of the secured claims. The Purchaser must notify us immediately in writing if an application for opening insolvency proceedings is filed or seizure of the goods (e.g. garnishment) that belong to us by third parties.

6.3. In the event of breach of contract by the Purchaser, and, in particular, non-payment of the purchase price due, we are entitled to withdraw from the Contract according to the statutory provisions and/or to demand the return of the goods on the basis of retention of title. The request for the return of the goods does not include a declaration of withdrawal at the same time; rather, that we are merely entitled to demand their return and reserve the right to withdraw. If the Purchaser fails to pay the purchase price due, we may only assert these rights if we have unsuccessfully set the Purchaser a reasonable deadline for payment, or, if such a deadline is dispensable, according to the statutory provisions.

6.4. In the ordinary course of business, the Purchaser is authorised in accordance with (c) below until further notice to resell and/or process the goods subject to retention of title. In this case, the following provisions also apply.

- (a) Reservation of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered to be the producer. If the ownership rights remain in place with processing, mixing or combination with goods from third parties, we acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. The same also applies to the resulting product as to the goods delivered under retention of title.
- (b) The Purchaser hereby assigns to us the claims against third parties resulting from the resale of the goods or the product as collateral in total or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the Purchaser mentioned in Sec. 6.2 also apply with regard to the assigned claims.
- (c) Besides us, the Purchaser remains authorised to collect the claim. We undertake not to collect the claim as long as the Purchaser fulfils his payment obligations to us, there is no deficiency in his capacity to perform and we do not assert our right to reserve title by exercising a right according to Sec. 3. In this case, we are also entitled to revoke the authorisation granted to the Purchaser to resell and process the goods subject to retention of title.
- (d) If the realisable value of collateral exceeds our claims by more than 10%, we shall at our discretion release the collateral at the request of the Purchaser.

## **7. Claims for defects by the Purchaser, product quality and consulting**

7.1. Unless otherwise stated below, the statutory provisions apply to the rights of the Purchaser in the event of material and legal defects (including incorrect and short deliveries and incorrect installation or erroneous assembly instructions). In all cases, the special statutory provisions remain unaffected on final delivery of the unprocessed goods to a consumer, even if the consumer has further processed them (supplier regress in accordance with Sec. 478 German Commercial Code). Claims from supplier regress are excluded if the Purchaser or another contractor has further processed the defective goods, e.g. by incorporating them into another product.

7.2. The agreements made on the quality of the products predominantly form the basis for our liability for defects.

Version date: August 07, 2020 - Page 4 of 7

7.3. Product quality is based exclusively on the specifications provided by the Vendor. These specifications apply exclusively in conjunction with the test methods used by the Vendor. Other agreements require explicit confirmation in writing. "Identified uses" according to the European Chemicals Regulation ("REACH") does not constitute an agreement or suitable condition for this use according to the contract.

7.4. Information on the durability, condition and other qualities of the goods is only then a promised condition or guarantee, if expressly agreed and designated as such.

7.5. Consulting services rendered by the Vendor in writing and written form and information on products are non-binding and do not represent assurance of a condition. All information provided does not relieve the Purchaser from the responsibility for carrying out his own tests and inspections and for testing the application and its use for himself.

7.6. Insofar as the condition has not been agreed, whether or not a defect exists is to be judged according to the legal provision (Sec. 434 (1) (2) and (3) German Commercial Code). However, we assume no liability for public statements made by manufacturers or other third parties (e.g. advertising statements) which the Purchaser has not pointed out as being decisive to him for making a purchase.

7.7. Claims by the Purchaser for defects presuppose that he has complied with his statutory inspection and complaint obligations (Sec. 377, 381 German Commercial Code). An inspection always needs to be carried out immediately prior to processing in the event that the construction material or other goods is intended for installation or other further processing. We are to be notified immediately in writing if a defect is identified on delivery, during inspection or at any later time. If the Purchaser fails to properly inspect the delivery and/or report a defect, our liability for the defect that is not notified, or not notified in a timely or not notified in a proper manner, is excluded under the statutory provisions.

7.8. Our right to refuse supplementary performance under statutory requirements remains unaffected by this.

7.9. We are entitled to make the subsequent performance due dependent on the Purchaser paying the purchase price. However, the Purchaser is entitled to retain part of the purchase price which is reasonable in relation to the defect.

7.10. The Purchaser must give us the time and opportunity necessary for delivering the supplementary performance due, and, in particular, must hand over the rejected goods to us for testing purposes. In the event of replacement, the Purchaser is to return the defective item to us subject to the provisions of law. Supplementary performance does not include the removal of the defective item or its re-installation, if we were originally not obliged to install it.

7.11. If a defect actually exists, the costs that arise for the purpose of testing and supplementary performance, and, in particular, transport, travel, labour and material costs, as well as eventual removal and installation costs, shall be borne or reimbursed in accordance with the provision of law. Otherwise, we can demand compensation for the costs we incur (specifically, for testing and transport costs), unless it was not apparent to the Purchasing Party that no defect existed.

7.12. If supplementary performance fails or a reasonable period set by the Purchaser for supplementary performance has expired unsuccessfully, or is dispensable according to the provisions of law, the Purchaser may withdraw from the purchase contract or reduce the purchase price. No right of withdrawal exists for a minor defect, however.

7.13. Claims by the Purchaser for damages or compensation for fruitless expenses also exist in the case of defects, but only in accordance with Sec 8 and are excluded in all other cases.

## 8. Miscellaneous Liability

8.1. Insofar as nothing to the contrary arises as a result of these GSC, including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2. We are liable for damages for intent and gross negligence in the context of fault-based liability for whatever legal reason. In the case of ordinary negligence, subject to limitations in legal liability (for example, due care in our own affairs, insignificant breach of duty), we are only liable for

(a) damages resulting from the loss of life, limb or health,

(b) for damages resulting from the material breach of an essential contractual obligation (an obligation whose fulfilment allows the proper performance of the contract to take place in the first place, and whose compliance with which the contractual partner regularly relies and can rely upon; in this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.

8.3. The liability limitations that arise as a result of Sec. 8.2 also apply to breaches by or in favour of persons whose fault we are responsible for according to the statutory provisions.

8.4. The Purchaser can only withdraw from the Contract or terminate it for a breach that does not exist in a defect, if we are responsible for the breach. The free right of the Purchaser to terminate is excluded (in accordance with Sec. 650, 648 German Commercial Code specifically). The legal requirements and consequences apply in all other cases.

## 9. Limitation

9.1. Notwithstanding Sec. 438 (1) (3) German Commercial Code, the general limitation period for claims for material and legal defects is one year after delivery. The limitation period begins on acceptance, insofar as acceptance has been agreed.

9.2. However, if the goods are a construction or a thing that has been used for a construction in accordance with its customary use and has caused the construction to be defective (construction material), the limitation period is 5 years from the delivery date (Sec. 438 (1) No. 2 German Commercial Code). Further special statutory regulations regarding the limitation period remain unaffected by this (specifically, Sec 438 (1) (No. 1), (3), Sec. 444, 445b German Commercial Code).

9.3. These limitation periods for sale of goods law also apply to contractual and non-contractual claims for damages by the Purchaser, based on a defect in the goods, unless applying the regular statutory limitation period (Sec. 195, 199 German Commercial Code) would lead to a shorter limitation period in individual cases. Claims for damages by the Purchaser according to Sec. 8 (2) (1) (2a) as well as the Product Liability Act only expire after the statutory limitation periods have expired.

## 10. Force Majeure

The Vendor will be released from his contractual obligations if the availability of goods is limited due to events beyond the control of the Vendor (e.g. natural disasters, war, unavailability of transport, raw materials or energy, labour disputes, equipment breakdowns, damage caused by fire and explosion, acts or omissions by governments, authorities or legislators). Exemption from contractual obligations applies to the period of impairment. The Vendor may withdraw from the contract after a break of 6 months or more. In the case of such events, the Vendor should promptly inform the Purchaser about the event and the expected delay.

## 11. Safety at work, environmental protection, legal provisions

11.1. The Purchaser warrants to the Vendor that he will comply with all applicable regulations concerning work safety standards, plant safety, chemical hazards, environmental emissions, waste disposal or surplus material, trade laws and regulations, or other regulations governing use, storage, processing or resale of the products purchased by the Vendor. The Purchaser will not breach or infringe patents or other intellectual

Version date: August 07, 2020 - Page 6 of 7



property rights belonging to third parties when using the purchased products. The Purchaser will not use the purchased products to breach the quality standards required for the manufacture of certain product types (e.g. pharmaceutical APIs).

11.2. Chemische Fabrik Karl Bucher has implemented a whistleblower system in accordance to the EU Whistleblower Directive. Detailed information are available at <https://www.cfkb.de/gtc>.

## **12. Confidentiality**

"Confidential Information" means any scientific, technical, financial or business information or trade secret provided by the Vendor to the Purchaser (including observations by the Purchaser) or transferred in the name of the Vendor or otherwise published. The Purchaser agrees to keep all confidential information secret and not to disclose it without our prior and express written consent. Disclosure and access to confidential information is restricted to those in the Purchaser's organisation who need this information in order to fulfil relevant contracts between us and the Purchaser. All confidential information that is reproduced represents confidential information. In no case is confidential information allowed to be disclosed to third parties without our prior written consent, unless to regulatory authorities for compliance purposes only. When information is passed on to public authorities, it must be labelled as confidential information and the authorities must be informed that the information concerns intellectual property. The provision of confidential information does not grant or create any rights or licenses for the Purchaser except for the purposes described in Sec. 12 here.

## **13. Personal Data**

The Purchaser shall handle personal data belonging to the Vendor's employees (such as their name, function, telephone number, email address) in accordance with the data protection provisions applicable to such data. The Purchaser shall restrict access to such data to those who require this information, protect it from unauthorised access by third parties and store the data only for as long as the law requires it.

## **14. Choice of law and jurisdiction**

14.1. The law of the Federal Republic of Germany applies exclusively to these GSC and the contractual relationship between us and the Purchaser, under exclusion of international uniform law, and, in particular, the United Nations Convention on Contracts for the International Sale of Goods.

14.2. If the Purchaser is a merchant, legal entity under public law or special fund under public law in terms of the German Commercial Code, the exclusive place of jurisdiction for all disputes directly or indirectly arising from the contractual relationship is our registered office is D-89367 Waldstetten. The same applies if the Purchaser is a business entity in the sense of Sec. 14 German Commercial Code. We are, however, also entitled to bring action in all cases at the place of performance of the delivery obligation in accordance with these GSC, or a priority individual agreement, or at the Purchaser's general place of jurisdiction. Priority laws, specifically on exclusive jurisdictions, remain unaffected by this.