

**GENERAL SALES AND DELIVERY TERMS AND CONDITIONS****§ 1 General Scope**

(1) These General Sales and Delivery Terms and Conditions (GSDTC) shall apply to entrepreneurs (§ 14 of the German Civil Code, BGB), legal entities under public law or special funds under public law.

(2) Our GSDTC shall apply exclusively; any deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their applicability in writing. Our GSDTC shall also apply if we provide the service to the Buyer without reservation in the knowledge of the Buyer's terms and conditions of business which conflict with or deviate from our GSDTC. They shall also apply to all future deliveries, services or offers to the Buyer, even if they are not separately agreed upon again.

**§ 2 Offer, Acceptance**

(1) Orders of the Buyer shall only become binding upon our confirmation in written form or text form or upon delivery by us.

(2) All offers on our part are subject to change and non-binding, unless they are expressly marked as binding or contain a specific period of acceptance.

**§ 3 Product Quality, Samples and Specimens, Warranties**

(1) Unless otherwise agreed, the quality of the goods shall be determined exclusively by the product specifications. Identified uses relevant to the goods according to the European Chemicals Regulation (REACH) do not constitute an agreement on a corresponding contractual quality of the goods or a use presupposed under the contract.

(2) The properties of samples and specimens shall only be binding if they have been expressly agreed as the quality of the goods.

(3) Information on quality and durability as well as other information only constitute warranties if they describe the content of the warranty as well as the duration and the territorial scope of the warranty protection in a sufficiently defined manner. The agreement of a warranty must be made in writing and only then is effective.

**§ 4 Technical Application Advice**

(1) We provide technical application advice to the best of our knowledge. All data and information on the suitability and application of the products do not release the Buyer from his own tests and examinations with regard to the suitability of the products for the intended processes and purposes.

(2) In addition, it is essential that the Buyer observes the specification and the safety data sheet for handling the delivered materials and their field of application.

**§ 5 Prices, Payment and Default of Payment**

(1) The prices apply to the scope of service and delivery listed in the order confirmations. Additional or special services will be charged separately.

(2) The prices are in EURO "ex works" (EXW), Incoterms 2020, plus statutory value added tax.

(3) Invoice amounts are to be paid within fourteen days of the invoice date without any deductions, unless otherwise agreed in writing. The date of receipt of payment shall be decisive for the date of payment.

(4) If the Buyer fails to make payment when due, interest shall be charged on the outstanding amounts from the due date at a rate of 9% points above the base interest rate p.a.; this shall not affect the right to claim higher interest and further damages in the event of default.

(5) In the event of justified doubts as to the solvency or creditworthiness of the Buyer, in particular in the event of payment arrears, we shall be entitled to revoke payment terms granted and to demand advance payment or securities for further deliveries. Further claims remain reserved.

**§ 6 Set-Off**

The Buyer is only entitled to set-off rights if his counterclaims have been declared final in a court of law or are undisputed.

**§ 7 Delivery and Time of Delivery**

(1) Delivery shall be made in accordance with the commercial clause laid down in the individual contract, for the interpretation of which the Incoterms in the version valid at the time of conclusion of the contract shall apply. Unless otherwise expressly agreed, delivery shall be "ex works".

(2) At the request and expense of the Buyer, the goods shall be shipped to another place of destination (sales shipment).

(3) The delivery by us is under the reservation of correct and timely delivery by our suppliers (reservation of self-delivery).

(4) Deadlines and dates for deliveries and services promised by us are always approximate, unless an explicit fixed deadline or fixed date has prospectively been promised or agreed upon. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(5) We may - without prejudice to our rights arising from default on the part of the Buyer - demand that the Buyer extend periods for the supply of goods and services or postpone dates for the supply of goods and services by the period of time during which the Buyer fails to meet his contractual obligations towards us.

(6) Unless otherwise agreed in individual cases, the Buyer is responsible for compliance with statutory and administrative regulations concerning the import, transport, storage and use of the goods.

(7) We are entitled to make partial deliveries, provided that these account for at least 25% of the quantity

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ordered. Short and excess deliveries of up to 10% of the contractually agreed quantity are permissible. We are further entitled to make partial deliveries if the partial delivery is usable for the Buyer within the scope of the contractual purpose, if the delivery of the remaining ordered goods is ensured and if the Buyer does not incur any considerable additional effort or costs as a result (unless we declare ourselves willing to bear these costs). The deliveries are generally made in standard packaging.

(8) If the Buyer is in culpable default with the acceptance of the delivery, we are entitled to revoke the contract and to claim damages after setting a reasonable grace period. In the latter case, we shall be entitled to demand liquidated damages of 0.5% per calendar week up to a maximum total of 5% of the net price agreed in accordance with clause 5.2. The Buyer reserves the right to prove that no damage has been incurred or that the actual damage incurred is less. We reserve the right to prove that the damage actually incurred was higher and to demand compensation for this damage from the Buyer.

**§ 8 Force Majeure**

We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, pandemics, epidemics, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the lack of, incorrect or untimely delivery by suppliers (self-delivery reservation)) for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration (for example in the case of a postponement of performance of more than four months), we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediately notifying us in writing.

**§ 9 Hardship**

A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract. Notwithstanding the foregoing, where a party proves that:

- a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract (e.g. pandemics, epidemics); and that
- b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms

which reasonably allow to overcome the consequences of the event. Where the parties have been unable to agree alternative contractual terms as provided in that paragraph, the party invoking this Clause is entitled to terminate the contract.

**§ 10 Shipment, Packaging, Passing of Risk, Acceptance**

(1) The shipping method (in case of a sales shipment) and the packaging are subject to our dutiful discretion.

(2) The risk of destruction, deterioration and loss of the goods shall pass to the Buyer in accordance with the respectively agreed Incoterms 2020. Unless otherwise expressly agreed, the risk of accidental destruction and accidental deterioration of the goods shall pass to the Buyer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This also applies if partial deliveries are made or we have taken over other services (e.g. shipment or installation). If shipment or handover is delayed as a result of a circumstance for which the Buyer is responsible, the risk shall pass to the Buyer from the day on which the delivery item is ready for shipment and we have notified the Buyer of this.

(3) We shall insure the shipment against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Buyer and at his expense. Any customs duties, fees and taxes or other public charges shall be borne by the Buyer.

(4) Loaned packaging and/or temperature loggers are to be returned by the Buyer without delay at his expense. Loss of and damage to loaned packaging, as long as it has not been returned to us, shall be borne by the Buyer if he is responsible for this. Loaned packaging may not be used for other purposes or to accommodate other products. They are only intended for the transport of the delivered goods. Labels may not be removed.

(5) Rejected goods may only be returned with our express consent.

**§ 11 Warranty, material defects**

(1) The prerequisite for any warranty rights of the Buyer is his proper fulfilment of all inspection and notification obligations owed according to § 377 German Commercial Code (HGB).

(2) Warranty claims become time-barred 12 months after delivery of the goods.

(3) Obvious defects or other defects which would have been recognizable in an immediate, diligent inspection (including wrong and short delivery) must be reported immediately, at the latest, however, within one week after receipt of the goods. Notifications of defects, of whatever kind, must be made in written form or in text form (excluding e-mail). The Buyer must give notice of a hidden defect immediately after the defect is discovered, though within twelve months of delivery.

(4) In case of material defects of the delivered goods, we are obliged and entitled to repair or replacement. The choice between repair and replacement is at our discretion and is to be made within a reasonable period of time. In the event of failure, i.e. impossibility,

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unreasonableness, refusal or unreasonable delay of the repair or replacement, the Buyer may revoke the contract or reduce the purchase price appropriately.

(5) A complaint does not entitle the Buyer to withhold due payments or to refuse to accept further deliveries.

**§ 12 Liability for Damages due to Culpability**

(1) Our liability for damages, for whatever legal reason, in particular for impossibility of performance, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with this § 11 to the extent that fault is involved.

(2) We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, provided that it is not a matter of a breach of essential contractual obligations. Essential contractual obligations are the obligation to deliver the goods on time, the good's freedom from defects of title and such material defects that impair its functionality or usability more than only insignificantly, as well as advisory, protective and custodial obligations that are intended to enable the Buyer to use the delivery item in accordance with the contract or to protect the life or limb of the Buyer's personnel or to protect the Buyer's property from substantial damage.

(3) Insofar as we are liable for damages pursuant to § 11 (2), this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen by exercising due diligence. Furthermore, indirect damages and consequential damages resulting from defects of the delivery item are only eligible for compensation if such damages are typically to be expected when the delivery item is used as intended.

(4) The above exclusions and limitations of liability shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.

(5) Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of performance owed by us, this shall be done free of charge and with the exclusion of any liability.

(6) The limitations of this § 11 do not apply to our liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

**§ 13 Retention of Title**

(1) We reserve the right of ownership of the sold goods until all claims against the Buyer arising from the purchase contract and an ongoing business relationship have been settled, even if the specific goods have already been paid for.

(2) In case of breach of contract by the Buyer, including default of payment, we are entitled to take back the goods. The Buyer shall handle the goods with care, insure them appropriately and, if necessary, maintain them.

(3) The goods subject to retention of title may not be pledged to third parties or transferred by way of security prior to full payment of the secured claims. The Buyer must inform us immediately of any enforcement measures by third parties against the goods subject to retention of title, handing over the documents necessary for intervention; this also applies to impairments of any other kind. Irrespective of this, the Buyer must inform the third parties in advance of the rights existing in the goods. The costs of an intervention by us shall be borne by the Buyer if the third party is not in a position to reimburse these.

(4) In the event of the resale of the goods subject to retention of title, the Buyer now assigns to us as security the claims of his buyers arising from the aforementioned transactions until all our claims have been satisfied. We accept the assignment.

(5) The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.

(6) If the achievable value of the securities exceeds our claims against the Buyer by more than 10%, we shall, at the Buyer's request and at our discretion, release securities to which we are entitled to a corresponding extent.

**§ 14 Confidentiality**

(1) The Buyer undertakes to treat as confidential and not to disclose to third parties any and all technical and commercial information and trade secrets relating to the goods and the technical/chemical processes taking place therein (e.g. compositions, drawings, applications, procedures, chemical formulae, recipes, plans, diagrams, specifications, other documentation, etc.), which are either marked as confidential or which, due to the circumstances under which they were made available or under which the Buyer became aware of them, it is apparent that they must be kept confidential and not be disclosed to third parties.

(2) The Buyer may not copy the composition of the goods or parts of the goods either directly or indirectly or analyze it by reverse engineering.

(3) The Buyer shall make the information and trade secrets available only to such employees or vicarious agents who work with the goods and require information and trade secrets.

(4) We reserve all property rights to the information and trade secrets.

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(1) The place of performance for all obligations arising from the contractual relationship is Böblingen, unless otherwise specified.

(2) The place of jurisdiction for all possible disputes arising from the business relationship between the Buyer and us is, at our discretion, either Böblingen or the Buyer's registered office. The exclusive place of jurisdiction for legal actions brought against us shall be Böblingen. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

(3) The relations between the Buyer and us are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(4) Customary commercial clauses shall be interpreted in accordance with Incoterms 2020.

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