



## General Terms and Conditions of Sale

### § 1 Scope of application, form

- (1) These General Terms and Conditions of Sale ("**GTCS**") apply to all business relationships between UNIMATEC Chemicals Europe GmbH (hereinafter summarised as "**UNIMATEC**", "**we**" or "**us**") and our customers ("**Buyer**" or "**you**"). The GTCS apply in particular to contracts for the sale and/or delivery of movable goods ("**goods**") or the provision of services by UNIMATEC. Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- (2) The GTCS shall only apply if the Buyer is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.
- (3) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, even if the Buyer refers to his General Terms and Conditions in the context of the order and we do not expressly object to them.
- (4) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting a deadline, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.
- (5) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GCI.

### § 2 Information and advice, documents

- (1) Information and advice regarding our products are based on our previous experience. The stated values are average values which do not represent a statement of quality. This also applies to possible applications.
- (2) All drawings, samples and other documents that we make available to the buyer in connection with our offer remain our property; this also applies to the copyrights and related property rights to these documents. Forwarding by the purchaser to third parties requires our prior express written consent.
- (3) All information on our products, in particular the illustrations, drawings, quality, quantity, weight, dimension and performance specifications contained in our offers and printed matter, are only approximate values and are also not quality specifications.

### § 3 Conclusion of contract

- (1) Our offers are subject to change and non-binding, unless we expressly declare in writing that they are binding.
- (2) The order of the goods by the buyer is deemed to be a binding contractual offer. We initially only confirm receipt of the contract offer to the buyer. The contract is only concluded when we expressly confirm acceptance of the order to the buyer ("**order confirmation**") or when we deliver the goods to the buyer.
- (3) Our order confirmation is decisive for the content of the contract. Insofar as no limits for permissible deviations are specified in the order confirmation and no customer specifications are expressly recognised in writing, deviations customary in the industry are permissible in any case. The quality, suitability, qualification and function as well as the intended use of our products shall be determined exclusively in accordance with our performance specifications and technical qualifications.



#### § 4 Delivery period and delay in delivery

- (1) The delivery period shall be agreed individually or specified by us upon acceptance of the order. Specified delivery periods are only binding if they are expressly designated as binding delivery periods.
- (2) Delivery periods shall not commence until the buyer has provided the documents to be procured by him and we have received the down payment, insofar as a down payment has been agreed.
- (3) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the buyer of this immediately. In cases where the hindrance is likely to be temporary, we may postpone delivery for the duration of the hindrance and a reasonable start-up period. If the service is also not available within the new delivery period or if the hindrance is likely to be permanent, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already paid by the buyer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.
- (4) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the buyer is required.
- (5) The rights of the Buyer pursuant to § 10 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

#### § 5 Delivery, transfer of risk, acceptance, default of acceptance

- (1) All deliveries are "free carrier" (FCA - Incoterms 2020), unless expressly agreed otherwise in writing. The risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the first carrier upon handover, regardless of whether it is a person belonging to our company or a third party.
- (2) We are authorised to make partial deliveries to a reasonable extent.
- (3) If delivery on call has been agreed, the calls must be made within three months of conclusion of the contract, unless otherwise expressly agreed in writing. If the call-off is not made in due time, the provisions on default of acceptance pursuant to § 5 (5) shall apply.
- (4) If the Buyer is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs) in accordance with the actual costs incurred.
- (5) Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have incurred no loss at all or only a significantly lower loss than the above lump sum.

#### § 6 Prices and terms of payment

- (1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply as net prices including standard packaging plus the respective statutory value added tax. For deliveries to other EU countries, net invoicing for VAT-exempt intra-Community deliveries requires that we have a valid foreign VAT identification number (VAT ID) of the buyer and proof of arrival within the meaning of § 17a of the German VAT Implementation Ordinance ("UStDV"). Otherwise, we reserve the right to charge VAT additionally.
- (2) The purchase price is due and payable in accordance with the invoice. However, we are authorised at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
- (3) The Buyer shall be in default upon expiry of the aforementioned payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. Our claim against merchants for commercial maturity interest (§ 353 HGB [German Commercial Code]) remains unaffected.



- (4) In the event of a delay in payment of two weeks or suspension of payment for which the buyer is responsible, we may demand immediate payment of our total claim regardless of the agreed due date. We are also authorised to carry out outstanding deliveries only against advance payment or provision of security.
- (5) If it becomes apparent after conclusion of the contract that our claim to the purchase price is jeopardised by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB [German Civil Code]). In the case of contracts for the manufacture of non-fungible goods (customised products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. In these cases, we are also authorised to carry out outstanding deliveries only against advance payment or provision of security. We may also demand immediate payment of our total claim regardless of the agreed due date.

## § 7 Retention of title

- (1) We reserve title 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).
- (2) The goods subject to retention of title may not be pledged to third parties or assigned as security until the secured claims have been paid in full. The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties seize the goods belonging to us (e.g. seizures).
- (3) In the event of breach of contract by the Buyer, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not at the same time include the declaration of cancellation; we are rather entitled to demand only the return of the goods and reserve the right to cancel the contract. If the buyer does not pay the purchase price due, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
- (4) Until revocation in accordance with (c) below, the Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
  - (a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be 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 proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
  - (b) The Buyer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the buyer stated in §7 (2) shall also apply in consideration of the assigned claims.
  - (c) The purchaser remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the buyer fulfils his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with §7 (3). If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the buyer's authorisation to resell and process the goods subject to retention of title.
  - (d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the buyer's request.



## § 8 Claims for defects of the buyer

- (1) The buyer must carefully inspect the delivered goods immediately upon arrival at the place of destination, even if samples or specimens were previously sent. The provisions of § 377 HGB [German Commercial Code] shall apply. In particular, the goods must be checked for their condition. If boxes, cartons or other containers are delivered, random samples must be taken. The delivery shall be deemed to have been approved if we do not receive a notice of defects in writing with a precise description of the defect within three days of receipt of the goods at the place of destination or, if the defect was not recognisable during the inspection, within three days of its discovery.
- (2) The statutory provisions shall apply to the rights of the purchaser in the event of material defects and defects of title, unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 ff. BGB [German Civil Code]) and the rights of the buyer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.
- (3) If the delivered item is defective, we may initially choose whether to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). If the type of subsequent fulfilment chosen by us is unreasonable for the buyer in the individual case, he may reject it. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.
- (4) We are entitled to make the subsequent fulfilment owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
- (5) The buyer must give us the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective goods to us at our request in accordance with the statutory provisions; however, the Buyer shall not be entitled to claim the return of the goods.
- (6) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand compensation from the Buyer for the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have recognised that there was in fact no defect.
- (7) In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the buyer has the right to remedy the defect himself and to demand compensation from us for the expenses objectively required for this. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.
- (8) If a reasonable deadline to be set by the buyer for subsequent fulfilment has expired without success or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. In the case of an insignificant defect, however, there is no right of cancellation.
- (9) Claims of the buyer for reimbursement of expenses pursuant to § 445a (1) BGB [German Civil Code] are excluded, unless the last contract in the supply chain is a purchase of consumer goods (§§ 478, 474 BGB [German Civil Code]). Claims of the Buyer for damages or reimbursement of futile expenses (§ 284 BGB [German Civil Code]) shall only exist in accordance with §§ 8 and 9, even if the goods are defective.



## § 9 Guarantees

Specification agreements must be expressly labelled as such. If samples or specimens are supplied, their quality shall not be deemed a guarantee for the goods unless this was expressly stated in writing in the order confirmation. This also applies to the details of analyses and technical data sheets.

## §10 Other liability

- (1) Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of wilful intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only
  - a) for damages resulting from injury to life, body or health,
  - b) for damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from §10 (2) shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the buyer under the Product Liability Act.
- (4) The buyer may only withdraw from or cancel the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of cancellation of the buyer (in particular according to §§ 650, 648 BGB [German Civil Code]) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

## § 11 Statute of limitations

- (1) Notwithstanding § 438. (1) No. 3 BGB [German Civil Code], the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- (2) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB [German Civil Code]) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to §8 (2) sentence 1 and sentence 2 (a) and pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

## § 12 Prohibition of set-off and retention

The Buyer is not entitled to offset against our claims or to assert a right of retention unless the counterclaim is undisputed, has been legally established or has been recognised by us in writing. Counterclaims that are reciprocal to our main service and relate to the contractual core area are excluded from the set-off prohibition.



### § 13 Language, Choice of law and place of jurisdiction

- (1) These GTCS and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- (2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. The same applies if the buyer is an entrepreneur within the meaning of §14 BGB [German Civil Code]. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
- (3) The English version of these GTCS is a translation only. The binding language of these GTCS is German. The German version of these GTCS shall prevail.