

GENERAL TERMS AND CONDITIONS

We deliver to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law only in accordance with the following terms and conditions of sale and delivery. The validity of other terms and conditions - in particular the buyer's terms and conditions of purchase - shall require our express written confirmation (§ 1a, sentence 5).

§ 1 Validity

- a) These Terms and Conditions of Sale and Delivery shall apply to all - including future - business relationships with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law regarding deliveries and other services, including contracts for work and services and the delivery of non-fungible goods.
- b) Our Terms and Conditions of Sale and Delivery shall apply exclusively. We object to other terms and conditions - in particular the buyer's terms and conditions of purchase - now and for the future.
- c) If, in a specific individual case, other agreements are to be made with the Buyer which are to take precedence over these General Terms and Conditions of Sale and Delivery, this shall require a contract or our express confirmation in text form in each case.

§ 2 Offer and acceptance

- a) Our offers are subject to change. Orders are only binding for us if and insofar as we have confirmed them in writing or have commenced their fulfilment. Verbal agreements, promises and guarantees made by our employees - with the exception of executive bodies, authorised signatories and general agents - in connection with the conclusion of the contract shall only become binding upon our written confirmation. The waiver of this written form requirement must also be in writing. The written form requirement is always met by fax and e-mail.
- b) Supplementary clauses to the description of goods such as "approximately", "as already delivered", "as before" or similar additions in our offers refer exclusively to the quality or quantity of the goods, but not to the price. Such information in the buyer's orders shall be understood by us accordingly.
- c) Our quantity specifications are approximate. In the case of delivery in tanks or permanently connected tanks as well as in silo vehicles, deviations of +/- 10 % of the agreed quantity shall be deemed to be in accordance with the contract. Such deviations in quantity shall reduce or increase the agreed purchase price accordingly.

§ 3 Purchase price and payment

- a) Our prices are exclusive of statutory VAT, packaging and, in the case of export deliveries, customs duties, fees and other public charges, in particular taking into account the respective place of delivery. They shall be calculated on the basis of the quantities or weights determined by us or our supplier, unless the recipient determines them by means of calibrated scales and the goods were transported at our risk; in this case, the recipient's determinations shall be decisive for the price calculation.
- b) The purchase price is due net cash on delivery of the goods, unless otherwise agreed in text form.
- c) If the due date is exceeded, we may charge interest in the amount of 5 percentage points.
- d) In the event of default, we shall charge default interest in the amount of 9 percentage points above the base interest rate as well as an additional lump sum in the amount of 40.00 euros. We reserve the right to claim further damages.
- e) Bills of exchange and cheques shall only be accepted on account of performance and if agreed accordingly. Customary bank charges for payment transactions shall be borne by the buyer.
- f) The Buyer shall only be entitled to retention and set-off to the extent that its counterclaims are undisputed or have been recognised by declaratory judgement, are based on the same contractual relationship with us or would entitle it to refuse performance in accordance with Section 320 BGB.

g) If, after conclusion of the contract, it becomes apparent that our claim for payment is jeopardised by the Buyer's inability to pay or if other circumstances arise which indicate a significant deterioration in the Buyer's financial situation, we shall be entitled to demand payment of performance, we may exercise the rights under Section 321 BGB. This shall also apply if our obligation to perform is not yet due. In such cases, we may also declare due all claims from the current business relationship with the buyer that are not time-barred. The Buyer shall also be deemed to be unable to perform if the Buyer is at least three weeks in arrears with payment of a substantial amount, as well as in the event of a substantial downgrading of the limit existing for the Buyer under our trade credit insurance.

§ 4 Delivery, delay and impossibility

a) The agreed delivery periods and dates shall always be deemed approximate unless a fixed date has been expressly agreed as such in text form. In the event of our delay in delivery, the limitation of liability in § 9 shall apply.

b) We are authorised to make partial deliveries to a reasonable extent. We are also authorised to exceed or fall short of the agreed delivery quantities within the meaning of § 2c to a reasonable extent.

c) In the case of deliveries that do not affect our operations (drop shipments), the delivery date and deadline shall be deemed to have been met if the goods leave the place of delivery in good time so that the delivery arrives at the recipient in good time, assuming normal transport times.

d) We shall not be liable for impossibility of delivery or for delays in delivery if 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, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, epidemics affecting our supply chain, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If 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 giving us immediate notice in text form.

e) We shall not be liable in the event of impossibility or delay in the fulfilment of delivery obligations if and to the extent that the impossibility or delay is due to circumstances caused by the Buyer, in particular due to the fact that he does not comply with his obligations under public law, e.g. in connection with the European Regulation (EC) No. 1907/2006 (REACH Regulation) or other legally binding obligations to submit an end-use declaration in the respective valid version.

f) Our delivery obligation is subject to correct and timely delivery to us, unless we are responsible for the incorrect or delayed delivery.

§ 5 Dispatch and acceptance

a) Delivery shall be made in accordance with the trade term stipulated 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 agreed, our deliveries shall be ex works. The risks of transport from the place of delivery shall always be borne by the Buyer, even in the case of carriage paid deliveries or deliveries free domicile.

b) If the buyer collects the goods at the place of delivery, he or his authorised representative must load the vehicle and observe the statutory regulations, in particular with regard to the transport of dangerous goods.

c) The buyer is responsible for unloading and storing the goods in any case.

d) In the case of deliveries in tankers and demountable tanks, the buyer shall be responsible for the perfect technical condition of his tankers and demountable tanks or other storage containers and to arrange for the connection of the filling lines to its receiving system on its own responsibility and, if necessary, to oblige the recipient accordingly. Our obligation is limited to the operation of the vehicle's own equipment.

e) Insofar as our employees assist with unloading or refuelling in the cases of paragraphs b) to d) above, they act at the sole risk of the buyer and not as our vicarious agents. Costs arising from standing and waiting times shall be borne by the buyer.

f) Storage costs after the transfer of risk and in the event of default of acceptance shall be borne by the Buyer. After expiry of a reasonable deadline for acceptance set in vain for the Buyer, we may dispose of the goods whose further use or resale is not possible at the Buyer's expense if, in our reasonable judgement, storage of the goods is not feasible or reasonable due to their nature or condition.

§ 6 Packaging

a) If we deliver in returnable packaging, this must be returned to us by the buyer within 30 days of arrival in an empty, perfect condition at the buyer's expense and risk or, if applicable, returned free to our vehicle against confirmation of receipt. This does not affect the conditions of the Chemical Trade Deposit Association for reusable chemical packaging.

b) If the buyer does not fulfil the obligation mentioned under a) in due time, we shall be entitled to charge a reasonable fee for the time exceeding 30 days and, after unsuccessfully setting a deadline for the return of the goods, to demand the replacement price, taking into account the aforementioned fee. c) Markings affixed to packaging may not be removed. Returnable packaging may not be exchanged or refilled. The buyer shall bear the risk of depreciation, mix-ups and loss. The receipt at our premises is decisive. The use of returnable packaging as a storage container or its transfer to third parties is not permitted unless this has been agreed in writing in advance.

c) The Buyer shall be responsible for emptying the tank wagons immediately and returning them to us or to the specified address in proper condition. If he is in default with the return shipment, the costs of the tank wagon caused by the delay shall be borne by him.

§ 7 Retention of title

a) Ownership of the goods (goods subject to retention of title) shall not pass to the Buyer until the purchase price has been paid in full. All delivered goods shall remain our property (goods subject to retention of title) until the fulfilment of all claims, in particular also the respective balance claims to which we are entitled within the scope of the business relationship (balance reservation). This shall also apply if payments are made on specially designated claims. The reservation of balance shall finally expire upon settlement of all claims still outstanding at the time of payment and covered by this reservation of balance. In the case of advance payment or cash transactions within the meaning of Section 142 of the Insolvency Code, only the simple reservation of title pursuant to sentence 1 shall apply; the reservation of balance shall then not apply.

b) As long as the buyer duly fulfils his obligations to us, he is authorised to further use the reserved goods in the normal course of business under the condition that his claims from the resale are transferred to us in accordance with e).

c) If the buyer does not fulfil his payment obligations even after a grace period has been set, we are entitled to demand the return of the reserved goods without setting a further grace period and without a declaration of withdrawal. For the purpose of repossession, we may be authorised to enter the buyer's premises.

d) Any treatment or processing of the goods subject to retention of title shall be carried out for us without any obligation on our part. We shall be deemed to be the manufacturer within the meaning of § 950 BGB and shall acquire ownership of the intermediate and end products in the ratio of the invoice value of our reserved goods to the invoice values of third-party goods; in this respect, the Buyer shall hold them in trust for us free of charge. The same shall apply in the case of combination or mixing within the meaning of §§ 947, 948 BGB of goods subject to retention of title with third-party goods.

e) The buyer hereby assigns to us the claims against third parties arising from the resale of the reserved goods to secure all our claims. If the buyer sells goods to which we have proportional ownership in accordance with letter d), he shall assign to us the claims against the third parties for the corresponding partial amount. If the buyer uses the reserved goods within the framework of a contract for work or similar contract, he shall assign the corresponding claim to us.

f) In the ordinary course of business, the buyer is authorised to collect the claims arising from the further use of the reserved goods. If we become aware of facts that indicate a significant deterioration of the buyer's assets, the buyer shall, at our request, inform his customers of the assignment, refrain from any disposal of the claims, provide us with all necessary information about the inventory of the goods in our ownership and the claims assigned to us and hand over the documents for asserting the assigned claims. We must be informed immediately of any access by third parties to the goods subject to retention of title and the assigned claims.

g) If the value of the securities to which we are entitled exceeds the total claim against the buyer by more than 50 %, we shall be obliged to release securities of our choice at the buyer's request.

§ 8 Liability for material defects

a) The internal and external properties of the goods owed shall be determined by the agreed specifications, in the absence of which by our product descriptions, labelling and specifications, in the absence of which by practice and commercial usage. References to standards and similar regulations, information in safety data sheets, information on the usability of the goods and statements in advertising material, declarations of conformity, certificates of analysis, test certificates or similar declarations are not assurances or guarantees. In particular, relevant identified uses according to the REACH Regulation (EC) No. 1907/2006 do not constitute an agreement of a corresponding contractual quality or a use assumed under the contract.

b) If we advise the buyer verbally, in writing or by means of tests, this shall be done to the best of our knowledge, but without any liability on our part, and shall not release the buyer from its own obligation to test the delivered goods for their suitability for the intended processes and purposes.

c) For the inspection of the goods and notification of defects, the statutory provisions such as § 377 HGB (German Commercial Code) shall apply with the proviso that the Buyer must notify us of defects in the goods in text form. If the goods are delivered in packages, the Buyer must also check the labelling of each individual package to ensure that it corresponds to the order. Furthermore, the Buyer must ensure that the goods are in accordance with the contract by taking samples in accordance with customary commercial practice before refuelling.

d) In the event of a justified, timely notice of defects, we may, at our discretion, remedy the defect or deliver goods free of defects (subsequent fulfilment). In the event of failure or refusal of subsequent fulfilment, the Buyer shall be entitled to the statutory rights. If the defect is not significant and/or if the goods have already been sold, processed or remodelled, the buyer shall only be entitled to a reduction in price.

e) Further claims, in particular consequential damages, are excluded in accordance with § 9.

§ 9 General limitation of liability and limitation period

a) We shall only be liable for breach of contractual and non-contractual obligations, in particular due to impossibility, delay, culpa in contrahendo and unauthorised action - including for our executive employees and other vicarious agents - in cases of intent and gross negligence. Insofar as there is no intent, our liability for damages shall be limited to the typical damage foreseeable at the time of conclusion of the contract. Otherwise, our liability, including for consequential damages and lost profits, is excluded.

b) The restrictions in § 9a) shall not apply in the event of intent or culpable breach of material contractual obligations. Essential contractual obligations are the obligation to deliver on time and the freedom of the goods from defects that impair their functionality or usability more than insignificantly, as well as duties of advice, protection and care that are intended to protect the buyer or his personnel from significant damage. Furthermore, the limitations shall not apply in cases of mandatory liability, e.g. under the Product Liability Act, in the event of injury to life, limb or health and also not if and insofar as we have fraudulently concealed defects in the item or guaranteed their absence.

The rules on the burden of proof remain unaffected by this. The buyer's rights of recourse according to §§ 478, 479 BGB remain unaffected in any case.

c) If we are in default with a delivery or other service, the Buyer may demand compensation for the damage caused by the delay in addition to the service; in the case of slight negligence, however, limited to a maximum of 10% of the agreed price for the delayed service. The Buyer's right to claim damages instead of performance in accordance with this § 9 remains unaffected.

d) Liability in the event of impossibility of delivery or delays in delivery shall be subject to the limitations set out in § 4d) and § 4e).

e) Unless otherwise agreed, contractual claims which arise for the Buyer against us on the occasion of and in connection with the delivery of the goods and our other services shall become statute-barred one year after delivery of the goods. This shall not affect the statutory limitation period for our liability for intentional and grossly negligent breaches of duty, culpably caused damage to life, limb and health and mandatory liability, e.g. under the Product Liability Act.

§ 10 REACH

If the Buyer notifies us of a use in accordance with Article 37.2 of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) which requires an update of the registration or the chemical safety report or which triggers another obligation under the REACH Regulation, the Buyer shall bear all verifiable expenses. We shall not be liable for delays in delivery caused by the notification of such use and our fulfilment of the corresponding obligations under the REACH Regulation. Should it not be possible to include this use as an identified use for reasons of health or environmental protection and should the buyer intend, contrary to our advice, to use the goods in the manner we have advised against, we may withdraw from the contract. The buyer cannot derive any rights against us from the above rules.

§ 11 Place of jurisdiction, applicable law, severability clause

a) The exclusive place of jurisdiction for all disputes arising from the business relationship between us and the buyer is the registered office of our head office. However, we may also sue the Buyer at its registered office. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

b) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG of 11 April 1980).

c) Should any of the above clauses be or become invalid, the invalid provisions shall be replaced by provisions that come closest to the economic purpose of the contract while reasonably safeguarding the interests of both parties.