

General Sale, Delivery and Payment Conditions

1. Area of applicability / Incoterms

1.1 The following conditions of sale and delivery, which you (hereinafter the "Client") acknowledge by placing your order, apply to the business relationship between the Client and **VOSSCHEMIE GmbH/GERMANY** (hereinafter "Vosschemie").

1.2 Clients may exclusively be businesses. A business is any natural or legal person or a partnership having legal capacity which, in concluding a legal transaction, acts in exercise of its commercial or independent professional capacity (§ 14 German Civil Code (BGB)).

1.3 Insofar as the parties agree to the application of individual clauses of Incoterms® 2020 when concluding the contract, the Incoterms® 2020 clauses shall take precedence in the event of any contradictions between the agreed Incoterms® 2020 clauses which have become part of the contract and the provisions of these General Terms & Conditions.

2. Conclusion of the agreement / offer documents / model and production materials

2.1 Offers from Vosschemie are non-binding and subject to change. An agreement between Vosschemie and the Client is only concluded when Vosschemie confirms the Client's order in writing (including via e-mail).

2.2 The delivery to be made by Vosschemie is subject to correct and timely delivery to Vosschemie by its suppliers. If the ordered goods are no longer available and/or only available at unreasonable expense, Vosschemie will be entitled to withdraw from the agreement. In this case Vosschemie will immediately inform the Client of the unavailability and reimburse any payments received for the goods in question. This shall not affect Vosschemie's liability for intent or negligence according to the liability provisions in section 8 of these GT&C. A right of withdrawal shall also apply if Vosschemie receives notification of the Client's objective lack of creditworthiness following the conclusion of the agreement and this endangers Vosschemie's claims for payment.

2.3 The contractual language is German unless otherwise agreed on the basis of our order confirmation.

2.4 Relevant "Identified Uses" for the goods in accordance with the European Chemicals Regulation ("REACH Regulation") do not constitute an agreement on a corresponding contractual quality of the goods or a use presupposed under the contract.

2.5 Properties of samples and specimens are only binding insofar as they have been expressly agreed as a quality of the goods.

2.6 Details of quality and durability as well as other details are only guarantees if they are expressly agreed and designated as such.

2.7 Insofar as Vosschemie provides consultancy services, this is done to the best of its knowledge. Details and information about the suitability and use of the goods do not release the customer from carrying out his own tests and trials.

3. Delivery / deviations / delivery upon request / cross-border transactions

3.1 The delivery conditions agreed upon in the order apply. The delivery shall be made by Vosschemie, and/or by a transport company to be selected by Vosschemie, to the delivery address stated by the Client in the order, unless otherwise agreed. The Client must ensure that the delivery can be made without hindrance by circumstances for which the Client is responsible. Should multiple attempts at delivery be required for reasons for which Vosschemie is not responsible, any expenses in excess of the single attempt at delivery shall be invoiced separately according to the agreed shipping costs.

3.2 Vosschemie is entitled to make partial deliveries for justified reasons so long as this is reasonable for the Client.

3.3 Information from Vosschemie about the object of the service or delivery (i.e. pictures, measurements, weights or other information) are only approximations, unless their suitability for the contractually-intended purpose does not require exact conformity. This information does not include any guaranteed characteristics, but rather descriptions or features of the delivery or service. Customary deviations and deviations that represent technical improvements or that occur due to legal requirements and/or replacements with equivalent products are permitted so long as the suitability for the contractually intended purpose is not affected.

3.4 Unless otherwise agreed, in the case of on-call delivery agreements, Vosschemie must be informed of binding quantities a minimum of six weeks before the delivery deadline. Additional costs resulting from a delayed call or subsequent modifications to the call in terms of time or quantity by the Client shall be borne by the Client.

3.5 The Client must fulfil all required and reasonable duties to cooperate professionally, qualitatively, on time and according to plan

in organisational term, without any separate compensation. The Client's duties to cooperate are primary obligations. If the Client does not completely fulfil its performance obligations and duties to cooperate, or fails to do so properly or promptly, the delivery deadlines to which Vosschemie is subject shall be extended accordingly.

3.6 In the case of deliveries using tank vehicles and demountable tanks, the customer must ensure that his tanks or other storage containers are in perfect technical condition and must arrange for the connection of the filling lines to its receiving system on its own responsibility and, if necessary, oblige the recipient accordingly.

3.7 Insofar as the customer is responsible for unloading and refuelling and Vosschemie's employees assist with unloading or refuelling, they act at the sole risk of the customer and not as vicarious agents of Vosschemie. Costs arising from standing and waiting times shall be borne by the customer.

3.8 Insofar as the packaging used by Vosschemie is disposable packaging, the customer shall be responsible for the disposal of this packaging in accordance with the law and in an environmentally and health-friendly manner. If a take-back agreement on the costs and place of return has not been expressly made, take-back is excluded.

3.9 Insofar as Vosschemie delivers in loan packaging in individual cases, this must be returned to Vosschemie by the customer at the latest within 30 days of arrival at the customer's premises in an emptied, faultless condition at the customer's expense and risk or, if applicable, returned free of charge to Vosschemie against confirmation of receipt. If the customer does not comply with this obligation in due time, Vosschemie is entitled to charge an appropriate fee for the period exceeding 30 days and, after the unsuccessful setting of a deadline for the return, to demand the replacement price, taking into account the aforementioned fee.

3.10 Any marks affixed to packaging may not be removed. Loan packaging may neither be exchanged nor reused. The customer shall bear the risk of any reduction in value and loss. The condition at the time of the "incoming goods inspection" at Vosschemie shall be decisive. The use of the loan packaging as a storage container or its transfer to third parties is not permitted unless this has been agreed in writing in advance.

4. Transfer of risk

The risks of Loss or damage of the goods shall transfer to the Client upon transfer of the goods to the shipping company, carrier or other person charged with performing the delivery. If the delivery or transfer is delayed at the Client's request or due to a circumstance for which the Client is responsible, the risk shall transfer with the notification of readiness to dispatch. In the case of deliveries abroad (cross-border transactions), the Incoterms® 2020 may apply to the transfer of risk, deviating from this section

5. Prices / payment / rights of offsetting and retention

5.1 The prices stated by Vosschemie in offers are net and do not include the applicable statutory VAT. Unless otherwise agreed, prices do include packaging (excluding tank vehicles, IBC's), but prices do not include - unless otherwise agreed - freight, postage, customs duties, insurance and other costs of shipping. Unless the order confirmation states otherwise, Vosschemie's prices are "ex works", excluding unloading.

5.2 The payment options and conditions agreed upon conclusion of the agreement shall apply, including any advance payment or COD provisions. Unless otherwise agreed, payments must be made immediately after receipt of the invoice and without deduction.

5.3 The Client shall only be entitled to offset claims if its counter-claims are not disputed, have been legally established or is at least ready for a ruling. Rights of retention may only be applied to counter-claims from the same contractual relationship.

5.4 The Client accepts invoices submitted electronically.

6. Warranty

6.1 Warranty claims by the Client require the Client to immediately examine the goods for defects upon receipt and to immediately notify Vosschemie of any defects, after 14 days at the latest. Any defects that are hidden upon delivery must be reported by the Client immediately upon discovery.

6.2 If the Client is entitled to claims due to a defect, Vosschemie may at its discretion choose between remediation of the defect free of charge or the replacement delivery of defect-free goods.

6.3 If this subsequent performance fails or is not reasonable for the Client or Vosschemie refuses to provide it, in the case of purchase agreements the Client shall be entitled to withdraw from the agreement, reduce remuneration or demand compensation for

General Sale, Delivery and Payment Conditions

damages instead of the service or compensation for its wasted expenditure. In the case of contracts for works and services, if subsequent delivery fails or is unreasonable for the Client or if Vosschemie refuses to provide it, the Client shall be entitled to remedy the defects itself and demand compensation for the necessary expenses, withdraw from the agreement, reduce remuneration or demand compensation for damages instead of the service or compensation for its wasted expenditure. This shall not affect §8

6.4 The warranty is excluded if the Client carries out modifications to the goods - in particular has mixed the goods in storage containers/tanks with other substances or has processed them in particular in the reaction tank - without the express written approval of Vosschemie, unless the Client is able to demonstrate that the modifications are in no way connected to the material defect and/or do not render an analysis of the material defect significantly more difficult.

6.5 Warranty claims shall expire within 12 months of the transfer of risks or acceptance, in the case of services provided. This shall not apply in the case of delivery recourse under §§ 478, 479 BGB and/or if the corresponding defect was maliciously concealed and/or if Vosschemie has provided particular guarantees in the form of a manufacturer's warranty.

6.6 In addition, this aforementioned shortened expiry period shall not apply for claims for damages for which Vosschemie is liable under the provisions of Section 8 below.

7. Protection of proprietary rights

7.1 Vosschemie retains ownership of the goods until receipt of all payments under the business relationship with the Client. In the event of behaviour by the Client which is in breach of the agreement, in particular in the event of delayed payments, Vosschemie shall be entitled to reclaim the goods. The reclamation of goods by Vosschemie constitutes a withdrawal from the agreement. After reclaiming the goods, Vosschemie is entitled to otherwise sell them, with the proceeds from such a sale being offset against the Client's liabilities - minus appropriate sales expenses.

7.2 The Client is obliged to handle the goods with care; it is in particular obliged to insure them against fire and water damage and theft at its own expense.

7.3 In the event of a seizure or other action by third parties, the Client must immediately inform Vosschemie in writing so that Vosschemie may institute legal proceedings § 771 German Code of Civil Procedure (ZPO). If the third party is unable to reimburse Vosschemie for the court and out-of-court costs of a claim under § 771 ZPO, the Client shall be liable to Vosschemie for any remaining shortfall.

7.4 The Client is entitled to sell the good onwards in the ordinary course of business; however, upon conclusion of the respective agreement, it shall assign to Vosschemie all claims arising against its purchasers or third parties from the onward sale, up to the total of the final invoice amount (including VAT) owed to Vosschemie, and independently of whether the goods were sold onwards with or without further processing. The Client is entitled to collect this claim even after the assignment. This shall not affect Vosschemie's right to collect the claim itself. Vosschemie is, however, obliged not to collect the claim so long as the Client fulfils its payment obligations from the collected proceeds, does not delay payments and, in particular, no an application to open settlement or insolvency proceedings has been filed or payments have been suspended. However, if this is the case, Vosschemie may demand that the Client notify it of the assigned claims and their debtors, provide all information necessary for collection, submit all relevant documentation and inform the debtor (third party) of the assignment.

7.5 The processing or conversion of the goods by the Client shall always be carried out on behalf of Vosschemie. If the goods are processed with materials that do not belong to Vosschemie, Vosschemie shall gain co-ownership of the new item in accordance with the value of the good (final invoice amount including VAT) relative to the value of other processed items at the time of processing. The item created through the processing shall be subject to the same conditions as the goods delivered subject to reservation of title.

7.6 If the goods are inseparably combined with items which do not belong to Vosschemie, Vosschemie shall acquire co-ownership of the new item in accordance with the value of the goods (final invoice amount including VAT) relative to the other processed items at the time at which they were combined. If the combination occurs in such a way that the Client's item must be considered the primary item, it is agreed that the Client shall transfer a proportional share of the ownership to Vosschemie. The Client shall protect the resulting sole ownership or co-ownership for Vosschemie.

7.7 Vosschemie is obliged to release any securities owed to Vosschemie at the Client's request to the extent that the realisable value of the securities exceeds the secured claims by more than 10%; the securities to be released are to be selected at Vosschemie's discretion.

8. Liability

8.1 Vosschemie shall have unlimited liability for damages caused by Vosschemie, its employees or vicarious agents through wilful intent or gross negligence, in the event of the malicious concealment of defects, the provision of a guarantee of quality and damages resulting from an injury to life, body or health.

8.2 Vosschemie shall only be liable for other damages if they involve the breach of an obligation the due fulfilment of which is vital for the execution of the agreement and on which the contractual partner may generally rely (cardinal obligation), and insofar as the damages are typical and foreseeable on the basis of the contractual use of the goods or services. This shall not affect any liability under product liability laws. Any liability on the part of Vosschemie beyond what is described above is excluded.

9. Third-party property rights

The Client guarantees that the specifications which it provides (hereinafter jointly the "specifications") do not breach any third-party rights, in particular no property rights, copyrights, trademarks, utility models, patents, etc. (hereinafter jointly the "property rights"). The Client shall indemnify and hold Vosschemie harmless from all third-party claims which said third parties assert against Vosschemie for breaches of property rights in connection with the specifications supplied by the Client. This in particular includes legal defence and litigation costs as well as other damages. Vosschemie must immediately inform the Client if third parties assert such claims. The above indemnity agreement shall not apply if the Client is not at fault.

10. Confidentiality

If information (in particular documents, patterns, models and data) is provided within the context of the business relationship, the contractual partners must maintain the confidentiality of such information and solely use it for the purpose of fulfilling the agreement. This confidentiality agreement shall not apply to information which is already public knowledge at the time of its receipt, which was already known to the contractual partner upon receipt or which the contractual partner had already legally received from a third party at that time.

11. Force Majeure

Should either party of the Contract be prevented from performing the Contract because of Force Majeure such as war, pandemic, serious flood, fire, typhoon, storm, and earthquake, or in other cases which can be recognized by both parties according to the international practice as Force Majeure, the time for execution of the Contract shall be extended by a period equivalent to the effect of those cases. Neither Party shall lodge claims for any losses thus incurred. The prevented party shall immediately notify the other party of the occurrence of Force Majeure. When the occurrence is over, the party affected shall immediately advise the other.

12. Final provisions

12.1 Vosschemie does not acknowledge any general terms and conditions of business of the Client which contradict or deviate from these general conditions of sale and delivery, unless their application is expressly agreed in writing. These general conditions of sale and delivery shall also apply if Vosschemie performs delivery to the Client without reservation despite knowledge of conditions of the Client which contradict or deviate from these conditions of sale.

12.2 In commercial dealings, the parties agree that all disputes arising in the context of the execution of this agreement shall be subject to the exclusive jurisdiction of the courts of Hamburg.

12.3 The business relationship and all resulting legal issues are governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN-CISG.