

Terms and Conditions

1. Validity of the conditions

These terms and conditions of sale and delivery shall apply to the entire business relationship with the customer, even if reference is no longer made to them in the case of individual deliveries or future business relationships. They shall also apply if the customer refers to deviating conditions in his order or letter of confirmation, unless we have acknowledged these in writing.

2. Offers; conclusion of contracts; content of contracts

2.1 Our offers are non-binding. The contract is only concluded upon our order confirmation.

2.2 Technical specifications of the products are only binding if expressly agreed in writing. We expressly reserve the right to deviate from technical specifications of the products, in particular percentage contents or mixing ratios, within reasonable error limits.

3. Technical application advice

Application technology advice is given to the best of our knowledge. Details and Information about the suitability and application of our products do not release the customer from his obligation to test the products in regard to suitability for the intended processes and purposes.

4. Prices; terms of payment

4.1 Our prices are quoted free carrier (FCA, Incoterms Revision 2010) excluding packaging plus the applicable statutory value added tax. Price changes are permissible if there are more than six weeks between the conclusion of the contract and the agreed delivery date. If wages, material and freight costs or market purchase prices increase thereafter until completion of the delivery, we shall be entitled to increase the price appropriately. The customer is only entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery.

4.2 In the event of a fixed price agreement, we are entitled to change the purchase price for the quantities not yet delivered on the day the changed prices take effect or in the event of rejection by the customer to withdraw from the purchase contract if it has not yet been completed.

4.3 Unless otherwise agreed, our invoices are payable 14 days after delivery without deduction.

5. Delivery time

Delivery dates or periods that can be agreed as binding or non-binding must be in writing. If we are in default with the delivery, the customer can only exercise his resulting rights if he has set us an

additional period of at least 14 days in writing and this has expired unused. If we are prevented from delivering or performing due to force majeure, industrial action, lack of raw materials, traffic disruptions or other unforeseen obstacles beyond our control, the delivery period shall be automatically extended by the duration of the incident. If the impediments exist for more than three months, the customer is entitled to withdraw from the contract with regard to the part not yet fulfilled. If the delivery time is extended or if we are released from an obligation, the customer cannot derive any claims for damages from this. We can only refer to the circumstances mentioned if we inform the customer immediately.

We are entitled to withdraw from the contract with our customer insofar as we are not or not sufficiently supplied by our upstream suppliers for reasons for which we are not responsible. We shall inform our customer in due time about the missing or incomplete availability of the delivery item and, if the customer wishes to withdraw for this reason, we shall exercise the right of withdrawal without delay. Our customer shall also have the right to withdraw from the contract because of our information in this regard. In the event of withdrawal - irrespective of by whom - we shall immediately refund the payment in return to the customer.

6 Transfer of risk

We deliver free carrier (FCA, Incoterms Revision 2020).

7 Retention of title

The objects of the deliveries (reserved goods) remain our property until all our claims against the customer arising from the business relationship have been fulfilled.

8. Liability for defects; obligation to give notice of defects; subsequent performance; other liability

8.1 We shall be liable for the products meeting their specifications when used in accordance with the contract and the application instructions and that they are not afflicted with defects.

8.2 The customer must reject the delivery or notify us in writing of defects that are readily apparent at your earliest convenience. Defects that are not obvious must be notified to us at your earliest convenience after their discovery. The defects must be described in detail to the best of one's ability.

8.3 All defective products shall be repaired or replaced free of charge at our discretion.

8.4 If we allow a reasonable period of grace set for us to expire without remedying the defect, the customer may reduce the purchase price or withdraw from the contract.

8.5 Claims for damages on the part of the customer, for whatever legal reason, are excluded. Both limitations shall not apply insofar as liability is mandatory under the Product Liability Act (in cases of intent, gross negligence, lack of guaranteed quality or breach of essential contractual obligations, in particular injury to life, limb or health). The client's right to withdraw from the contract remains unaffected. Damages for the breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract. Damages per case of damage shall, however, be limited

to a maximum of Euro 2,000,000.00 for property damage and Euro 2,000,000.00 for personal injury. The restrictions shall not apply insofar as the damage is covered by our business liability insurance. We commit ourselves to maintain the cover existing at the time of conclusion of the contract.

9. Place of fulfillment and payment

The place of fulfillment shall be the place where the product was manufactured; the place of payment shall be our head office.

10. Place of jurisdiction

Exclusive place of jurisdiction shall be our head office if the customer is a merchant, a legal entity under public law or a special fund under public law. We are also entitled to sue at the principal's place of business.

11. Governing law

The contractual relations shall be governed by German law.

12. Applicable law

The contract remains binding in its remaining parts even if individual points are legally ineffective.