

General Sales and Delivery Conditions CARL BECHEM GMBH

§ 1 Scope

- (1) The following General Sales and Delivery Conditions (hereinafter “General Conditions”) apply to all business transactions with our customers or other purchasers (hereafter referred to jointly as “Customers” or “Purchasers”), even if they are not specifically referred to in later contracts. The General Conditions shall only apply if the customer is an entrepreneur (§14 BGB), a legal person under public law or special asset under public law.
- (2) These General Conditions shall apply exclusively. Any divergent, contrary or additional general terms and conditions of the Customer shall only become part of the contract if and to the extent that we have expressly agreed to their application in writing. The need for consent shall apply in any event including, for example, if we make deliveries without reservation in awareness of the Customer’s general terms and conditions.
- (3) Any individual agreements concluded with the Customer (including ancillary agreements, supplements and amendments) shall take precedence over these General Conditions in any event. The contents of such agreements shall be governed by a written contract or our written confirmation unless there is evidence to the contrary.
- (4) Legally relevant declarations and notifications of the Customer in relation to the contract (e.g. setting deadlines, giving notice of defects, cancellation or reduction) shall be submitted in writing, i.e. in written or text form (e.g. letter, email, telefax). Statutory requirements of form and other forms of evidence, especially where there is doubt about the authorisation of the person making the declaration shall remain unaffected.
- (5) References to the application of statutory provisions are made for purposes of clarification only. Accordingly, statutory provisions shall apply even in the absence of such clarifications insofar as they have not been directly amended or expressly excluded in these General Conditions.

§ 2 Orders

- (1) Our quotations are given without commitment. An order placed by a Customer is a binding offer. We may accept this offer, at our discretion, either by sending an order confirmation within four weeks, or by dispatching the goods ordered to the Purchaser within the same period.
- (2) Verbal information and agreements on our part are only binding if confirmed by us in writing or by dispatch of the goods and invoice.

- (3) We develop and produce catalogue products according to established standards which can be marketed globally and used across different sectors. Therefore, we can only take account of specific customer requirements which differ from the product descriptions in our catalogues if they have been individually agreed and confirmed by us in writing. A written confirmation is also required insofar as we have agreed to customer requirements and product specifications on the basis of customers' general terms and conditions, guidelines and manuals and the customer subsequently amends these guidelines and manuals unilaterally.
- (4) Variations of 10% more or less caused due to safety and filling considerations are deemed to be in accordance with commercial practice and the contract. Such quantity variations will be taken into account in full in the invoice amount.
- (5) We accept no liability for obvious errors, typographical errors or calculation errors in the documentation provided. The Customer is obliged to notify us of such errors, so that we can correct and re-submit our order confirmation and invoice. This also applies if documentation is missing.
- (6) The order no., customer no. and invoice number shown in our order confirmation or invoice must be quoted when settling the invoice by bank transfer or by cheque, and in all correspondence relating to the order.

§ 3 Export controls, duties of the Purchaser

- (1) We are only obliged to perform contracts that do not violate any applicable national and/or international laws on export control and/or sanctions (in particular, embargoes on persons and countries).
- (2) The Purchaser is obliged, on request, to submit without delay all information, documents and/or declarations required for the verification and compliance with the applicable national and/or international law on export controls and/or sanctions free of charge, on time, truthfully and in full and, if necessary, as originals. In particular, this includes information on the end-use (i.e. end-use certificate/EUC). If the Purchaser fails to provide us with the required information, documents and/or declarations to on time, truthfully or in full, we will be entitled to withdraw from the contract or cancel the same without notice once a reasonable length of time granted to the Purchaser to satisfy his obligations has expired, without this giving rise to any claims by the Purchaser against us.
- (3) If the performance of the contract violates applicable national and/or international law on export controls and/or sanctions, we shall be entitled to refuse to perform the contract and withdraw from or cancel the contract without notice. We shall inform the Purchaser of the reasons for refusing to perform the contract without delay. We shall not be held liable for the fact that the contract cannot be performed owing to applicable national and/or international law on export controls

and/or sanctions unless this is due to us violating the contractual obligations we owe to the Purchaser either intentionally or due to gross negligence.

- 4) In the case of delay owing to official authorisation procedures, other official procedures or other official requirements in connection with applicable national and/or international law on export controls and/or sanctions, the agreed deadlines for supply or performance shall be extended in accordance with the length of the delay. We shall not be liable for such delays unless they are due to the fact that we have violated our contractual obligations owed to the Purchaser intentionally or due to gross negligence. If the performance of the contract depends on an official authorisation and this is not issued within a period of six months from the submission of the application, we and the Purchaser will be entitled to withdraw from the contract or cancel the same without notice unless the delay in issuing the official authorisation is due to the fact that the party withdrawing from or cancelling the contract has violated the contractual obligations it owes to the other party.
- (5) The Purchaser shall not enter into transactions using any supplies and/or services we provide which violate applicable national and/or international law on export controls and/or sanctions. The Purchaser shall impose the same obligations on its customers.
- (6) We and the Purchaser agree that compliance with the applicable national and/or international law on export controls and/or sanctions represents a fundamental condition for the performance of the contract. We and the Purchaser further agree that a violation of the applicable national and/or international law on export controls and/or sanctions in connection with the supplies made and/or services provided by us shall always be regarded as a serious injury to our interests. In the case of violations of the applicable national and/or international law on export controls and/or sanctions, we are entitled to cancel the contract without notice and the Purchaser shall indemnify us against any compensation claims of third parties arising from a violation of national and/or international law on export controls and/or sanctions and to compensate us for any other expenses and losses arising in connection with the violation, whether tangible or intangible and, in particular, fines or financial penalties. Sentence 4 shall not apply if the violation is due to the fact that we have violated any contractual obligations we owe to the Purchaser intentionally or due to gross negligence.

§ 4 Samples, quality specifications

- (1) Samples, models, brands, containers, packaging, drawings, tools, patterns or similar, and all finished or semi-finished products supplied for inspection or approval purposes (hereafter referred to jointly as “samples”), remain our property, and may only be passed on to third parties with our express written and prior approval. Subject to any other agreements to the contrary in individual

cases, these must be returned to us, without any special request, on completion of the relevant order, i.e. at the latest on delivery of the goods. Such samples may not be used by the customer for his own purposes. They may in particular not be used for the manufacture or development of his own or other product. The use of our samples for advertising purposes is not allowed unless we have given our prior express permission thereto in the aforementioned form.

- (2) All samples are at all times deemed to be simply samples for inspection, analysis details, colour designations. The quality specifications of samples, analysis details or specifications shall only be deemed binding properties of the sale item if they have been contractually agreed. We do not grant any guarantees pertaining to properties or durability. Even in the event of certain assured properties, variations within the normal tolerances are still permissible in accordance with commercial practice. In case of differences of opinion, the matter will be decided on the basis of an analysis by a certified commercial chemist. The costs of such an analysis will be paid by the party losing the dispute.

§ 5 Delivery times and quantities, delays

- (1) We agree the delivery period individually or state the same when accepting the order.
- (2) The delivery period begins with the dispatch of the order confirmation, although not before receipt of any documentation, approvals or releases to be provided by the Purchaser or receipt of any agreed advance payments. The delivery period is deemed to have been observed if the Purchaser has been notified that the goods are ready for dispatch or have left the works by the end of the agreed delivery period.
- (3) If we are unable to observe binding delivery periods owing to reasons over which we have no control (impossibility of performance), we shall immediately inform the customer thereof and at the same time state the estimated, new delivery period. If performance also proves impossible within the new delivery period, we shall be entitled to cancel the contract in whole or in part and we shall repay any consideration provided by the Purchaser without delay. Impossibility of performance in this sense includes in particular:
 - a) delays in delivery by our supplier if we have concluded a congruent covering transaction,
 - b) other disruptions in the supply chain owing to e.g. force majeure or
 - c) our lack of a procurement obligation in individual cases.

Force majeure pursuant to b) is any event beyond our control including loss caused by fire, flooding, strikes and legal lock-outs, unexpected pandemics or epidemics and operational disruption or official orders for which we are not liable.(4) Part-

deliveries may be made within the specified delivery periods to a reasonable extent and provided that the purchaser has not made any specifications to the contrary at the time of placing the order and stating cogent reasons.

- (5) The delivery quantity is defined by our written order confirmation.
- (6) We reserve the right, during the delivery period, to make changes to the product, due to improvements in technology or legal requirements, provided that the goods are not changed to an excessive extent and that it is still reasonable to expect the purchaser to accept such changes.
- (7) The occurrence of delay in our delivery shall be determined in accordance with the relevant legal provisions. In each case, however, a reminder by the Purchaser is required.

§ 6 Cancellation costs

If the Purchaser withdraws from an order that has already been placed without entitlement or if the Purchaser is responsible for the grounds for the withdrawal, we may, after setting a period to no avail and without detriment to our right to claim further material damages or additional costs according to the relevant legal provisions, make a charge of 10 % of the purchase price to cover the costs of processing the order and for lost profit. It is not necessary to set an extended deadline if the Customer seriously and definitively refuses acceptance. The Purchaser reserves the right to prove that no or significantly less damage has occurred.

§ 7 Dispatch, packaging

- (1) Subject to contrary agreements in individual cases, the delivery is made ex warehouse which is also the place of performance for the delivery and any supplementary performance. At the customer's request and expense, our goods and containers we make available will be sent to another destination (sale to destination). Subject to any agreement to the contrary, we are entitled to decide on the dispatch method (especially the haulier, route and packaging) ourselves. The dispatch method is decided according to our reasonable discretion. If delivery and receipt is made carriage-paid, freight and (or) transport charges are not included. Particulars relating to commercial clauses in individual contracts, offers and order confirmations refer to the INCOTERMS 2020.
- (2) In the event of delivery by tanker or container vehicle, the customer undertakes to empty the tanker or container immediately. Excessive waiting or standing times entitle us to apply standing charges corresponding to the resulting loss of use the vehicle and the appropriate personnel costs. Our obligations during delivery are restricted to the operations of the vehicle's equipment and systems. Insofar as our employees provide further assistance in unloading or emptying containers,

and thereby cause damage to the goods or any other damage, they act not on our behalf, but at the sole risk and liability of the customer.

- (3) Returnable containers are provided free of charge for a period of 2 months. After expiry of this period, containers will be charged for on a rental basis in accordance with the relevant price list, for all periods in excess of 2 months. This price list will be provided when returnable containers are supplied.
- (4) Returnable containers must be returned carriage-paid to the Hagen main railway station or to our works. The transport risk during return delivery of the containers is borne by the customer.
- (5) Non-returnable containers may only be reintroduced into circulation after removal of our company logo and goods designation.
- (6) Packaging becomes the property of the customer, and will be charged. Carriage, freight costs and packaging charges will be invoiced separately. Acceptance by the carrier shall be considered proof that the packaging is free of defects.

§ 8 Acceptance, delay in acceptance, refusal of acceptance, transfer of risk

- (1) The Customer undertakes to accept the goods delivered. In the absence of any other agreement to the contrary (delivery by us), the goods shall be handed over to the haulier in our works in Hagen. The Customer is entitled to check the goods at the point of hand-over within fourteen days of receipt of notification that the goods are ready for delivery or other similar notification. If acceptance is agreed, the Customer undertakes to accept the goods within the same period, unless he is temporarily prevented from doing so for reasons beyond his control.
- (2) If the Customer delays acceptance of goods, fails to cooperate, or if our delivery is delayed due to other reasons for which he is liable, we shall be entitled to demand compensation of the resulting damages including additional expenditure (e.g. storage costs). If the Customer delays acceptance for longer than fourteen days following receipt of notification that the goods are ready for delivery due to deliberate or gross negligence we shall be entitled, after setting a further period of fourteen days for acceptance, either to withdraw from the contract or claim compensation for damages on the grounds of non-fulfilment of the contract.
- (3) The setting of a further period for acceptance is not required, if the Customer seriously and definitely refuses to accept the goods, or is clearly not in a position to pay the purchase price within the time.
- (4) The risk of accidental loss or deterioration of the goods shall pass to the Customer upon handover of the delivery item at the latest. However, in the case of a sale

to destination, the risk of accidental loss and deterioration of the goods as well as the risk of delay shall pass to the Customer as soon as the goods are handed over to the freight forwarder, the carrier or any other person or institution appointed to carry out the shipment. If acceptance has been agreed, this shall determine the transfer of risk. In all other respects, the statutory provisions of the law governing work and services contracts shall also apply mutatis mutandis to an agreed acceptance. Handover or acceptance of the goods is presumed to have taken place if the Customer is in default.

§ 9 Prices, minimum order surcharge, payment terms

- (1) Our prices are basically subject to value-added tax at the currently prevailing rate. The calculation is made on the basis of the quantities or weights as determined by us. The calculation may, however, be made on the basis of the quantities or weights as determined by the Customer, provided that such a calculation is made on the basis of calibrated weighing equipment and the goods have been transported at our risk
- (2) Unless specified otherwise in the order confirmation, our prices are ex-works.
- (3) Price changes are permissible in the event of a period of more than four months between the conclusion of the contract and agreed delivery date. If certain cost factors – in particular, wage costs, raw material prices or other material costs - increase or decrease after this time until delivery is completed or, furthermore, if customs duties, taxes, or other charges for mineral oils and freight are increased or decreased or if they are newly introduced or abolished, we are entitled and obliged to increase or decrease the agreed price in line with the influence of the decisive cost factors to a reasonable extent. This also applies in the event that a fixed price has been agreed. The Customer is only entitled to withdraw from the contract if the price increase substantially exceeds the general increase in living costs between the time of order and delivery.
- (4) In case of delivery of small quantities, an appropriate surcharge will be applied if delivery is made ex-works.
- (5) The purchase price and any charges for ancillary services become due for payment on delivery of the goods, unless other terms have been expressly agreed in writing. We are also entitled at any time and also during an existing business relationship, to perform deliveries in whole or in part only on condition of advance payment. We shall state such a reservation with the order confirmation at the latest. Cheques and foreign exchange only qualify as payment once they have been honoured. The acceptance of foreign exchange requires in all cases prior written agreement. On acceptance of foreign exchange, the relevant bank discount and handling costs will also be charged. These must be paid immediately and in cash.

§ 10 Reconciliation, late payment

- (1) The Customer only has the right to reconciliation if his claim has been legally established or is undisputed. If the customer is a commercial entity, a legal entity under public law or a special asset under public law, the retention of payments on the grounds of any counter-claims by the customer not acknowledged or disputed by us or not established in law is not permissible. In the event of defects in delivery, the counter-claims of the Customer – particularly under §12 para. 5 sentence 2 – remain unaffected.
- (2) The Customer's default in payment shall be governed according to the statutory provisions.

§ 11 Product safety, intended use, indemnity

- (1) The Customer shall follow the current safety data sheets for instructions regarding the labeling of hazardous substances, safety regulations as well as regulations on storage and transport. If necessary, the Customer shall take precautionary measures for the protection of property and persons.
- (2) Our products are intended exclusively for commercial and industrial use. In the event that the Customer resells our products after refilling, he will be obliged to inform his customers of the same when concluding the contract and affix a corresponding notice on the resold products in an appropriate form.
- (3) If the Customer sells the goods, whether altered or unaltered, or after processing, modifying, combining, mixing or blending them with other goods, he shall indemnify us inter partes from the product liability claims of third parties insofar as he is responsible for the defect giving rise to the liability.

§ 12 Faults, complaints, guarantee,

- (1) The rights of the Customer in the case of material and legal faults (including incorrect and under-delivery as well as defective assembly or deficient assembly instructions) shall be determined by the statutory provisions unless otherwise agreed in the following. In all other cases, the special statutory provisions on the final delivery of the goods to a consumer (supplier's recourse under §478 BGB) remain unaffected. Claims arising from supplier's recourse are excluded if faulty goods have been further processed by the Customer or another company – e.g. by installation in another product.
- (2) If the Customer is a commercial entity, the Customer's rights owing to defects require that he has satisfied his statutory duties regarding examination and

notification of defects (§§ 377,381 HGB). In accordance with § 377 HGB (German Commercial Code), any complaints must be made immediately and, at the latest, within two weeks from receipt of the goods concerning obvious faults (including incorrect and under-deliveries) and in other cases within two weeks from discovery of the fault. Complaints are not allowed if it is no longer possible for us to carry out a subsequent inspection of the goods under complaint. In the event of a complaint, the Customer must provide us with a sample of at least 1 kg (in words: one kilogram) of the goods under complaint. The sample must be taken in accordance with the DIN norm applicable to the product. We must also be given the opportunity to satisfy ourselves that the sample has been taken properly.

- (3) The guarantee period is 12 months after transfer of risk to the Customer according to § 8 para. 4. This does not apply if the law stipulates longer mandatory periods, particularly for faults relating to construction work and goods used in such construction work in accordance with normal usage and which caused the fault. Other statutory special provisions on the expiry of claims remain unaffected, especially § 438 para. 1 no. 1 and para. 3 and – in the case of the final delivery of goods to a consumer - § 445b BGB.
- (4) In the event of faulty goods, we shall at our discretion either replace the goods, or wherever possible, provide rectification. Our right to refuse rectification under statutory conditions remains unaffected. Goods under complaint may only be returned with our agreement.
- (5) We are entitled to make the rectification owed dependent on the Customer paying the purchase price due. However, the Customer is entitled to retain part of the purchase price that is reasonable in view of the defect.
- (6) The guarantee shall not apply to damages caused by the Customer following the transfer of risk when the goods are accepted due to faulty or negligent handling, improper use, unsuitable materials or electrical and / or mechanical influences not provided for in the purchase contract.
- (7) In the case of defects, the Customer's claims for damages or the compensation of wasted expenditure shall exist only to the extent provided for under § 13 and are otherwise excluded.

§ 13 Other liability

- (1) Unless otherwise provided under these General Terms including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with statutory provisions.
- (2) We shall be liable for damages – regardless of the legal grounds – within the scope of fault-based liability caused intentionally and through gross negligence. In cases of simple negligence we shall be liable, subject to the statutory

limitations on liability (e.g. care as applied in one's own affairs, negligible breaches of duty), only for:

- a) damages resulting from injury to life, body or health or
 - b) damages caused by the breach of a fundamental contractual duty (i.e. an obligation, whose fulfilment is a condition for the proper performance of the contract and on whose observance the Customer regularly relies and may rely); however, in this case, our liability shall be limited to the compensation of the foreseeable loss which typically occurs.
- (3) The limitations of liability resulting from para. 2 shall also apply to breaches of duty by or for the benefit of persons for whom we are liable in accordance with statutory provisions. These shall not apply insofar as we have fraudulently concealed a defect or assumed a guarantee for the quality of the goods and for claims of the Customer under the Product Liability Act.
- (4) Owing to a breach of duty that does not constitute a defect, the Purchaser can only withdraw from or cancel the contract if we are responsible for the breach of duty. The Purchaser's free right of cancellation (particularly under §§ 650, 648 BGB) is hereby excluded. Otherwise, the statutory requirements and legal consequences shall apply.

§ 14 Retention of ownership

- (1) We retain ownership of the goods delivered until receipt of full payment of the purchase price and all current claims arising out of the business relationship with ourselves. If the Customer is a commercial entity, a legal person or special asset under public law, we shall reserve ownership until all future claims arising from the business relationship have also been paid in full.
- (2) In the event of infringement of the contract on the part of the customer, and particularly in the case of late payment, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and the Customer shall be obliged to surrender the goods if we have previously set the Customer a reasonable deadline to no avail or if it is possible to dispense with such a deadline.
- (3) Our retention of ownership or seizure of the goods shall not constitute a withdrawal from the contract, unless we have made an express written declaration to this effect.
- (4) If the goods delivered are inseparably processed, mixed or combined with other materials not belonging to us, retention of ownership shall also extend to the products created thereby to their full value, in which case we shall be deemed to be the producer. If, in the event of processing, mixing or combining with goods belonging to third parties, their right of ownership remains, we shall acquire joint-ownership of the new thing to the same ratio as the value of the goods delivered and the other processed, mixed or combined items. The customer shall keep

these jointly-owned goods on our behalf. In all other respects, the same applies to the resulting product as to the goods delivered under retention of ownership.

- (5) The Customer may not assign the goods delivered nor transfer them as security. In the event of assignment, seizure or other disposal by third parties, the Customer must notify us to this effect immediately, and provide us with any and all documentation required in order to enable us to protect our rights and interests. The duty to give immediate notification shall also apply if an application for insolvency proceedings is made. Enforcement authorities and third parties must be informed of our ownership of the property in question.
- (6) In the case of commercial entities, legal persons under public law, the following also applies:

The Customer is entitled, until cancellation, to resell and/or to process the goods delivered in the course of his normal business activities, provided that he fulfils his obligations toward us and he agrees a retention of ownership provision with his customer. However, he hereby relinquishes in our favour all claims in the amount of the agreed purchase price (including value-added tax) accruing to him as a result of such resale, irrespective of whether the goods delivered were resold without or following further processing. The obligations of the Customer referred to in para. 5 also apply in relation to the relinquished claims. The Customer is still entitled to receive such claims following their relinquishment. This does not affect our entitlement to collect such claims ourselves; however, we undertake not to collect such claims ourselves as long as the customer fulfils his payment obligations, there are no deficiencies in his performance and we do not claim retention of ownership by exercising a right under para. 2. Should this be the case, however, we are entitled to require the customer to notify us of the relinquished claims and the relevant debtors, to provide us with all the necessary information to collect such claims, to hand over all the relevant documentation and to notify all debtors of the relinquishment of such claims. In this case we are also entitled to revoke the customer's authority to resell and process the goods subject to retention of title.

- (7) We undertake, at the request of the customer and at our discretion, to release any securities assigned to us, in cases where the value of such securities exceeds our claims still outstanding by more than 20 %
- (8) Any warehouse operators must be notified of our ownership of the goods in question prior to storage.

§ 15 Value-added tax

- (1) The Customer gives his assurance of the accuracy and correctness of his address and VAT ID-No. If a delivery is treated as subject to tax due to omissions in the address or VAT ID-No. information, the customer must reimburse us for any taxes thus incurred.

- (2) If there is a VAT-exempt intra-Community delivery according to §§ 4 No. 1 b) in conjunction with § 6 a UStG, the Customer shall, on request, submit a confirmation of receipt, which complies with the principles of § 17a UStDV. If the Customer does not fulfil his obligation within 30 days on our request, the VAT can be recalculated. The ownership of the purchased item shall be retained until the confirmation of receipt has been submitted or until the recalculated VAT has been paid. The retention of ownership according to § 14 of these General Terms shall remain unaffected.

§ 16 Concluding conditions

- (1) All legal relationships between ourselves and the customer are subject to German law, even if the customer has his registered office abroad. The application of UN purchasing law is expressly excluded.
- (2) If the Customer is a commercial entity, a legal person of public law or a special asset under public law or if or if he has no seat of adjudication in the Federal Republic of Germany – then the exclusive and international seat of adjudication for all disputes arising from this contractual relationship shall be our registered office in Hagen. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation pursuant to these General Terms or a prior individual agreement or at the Customer's general place of adjudication. Overriding statutory provisions, particularly regarding exclusive jurisdiction, shall remain unaffected.
- (3) Any gaps in the provisions of these General Terms shall be filled by legally effective provisions which the parties themselves would have agreed on had they been aware of such gaps in accordance with the economic objectives of the contract and these General Terms and Conditions.

Dated: 07.2023