

General Terms and Conditions of Sale and Delivery of CARL BECHEM GMBH

Section 1 Scope of application

- (1) The following General Terms and Conditions of Sale and Delivery (GTC) apply to all business transactions with our customers or other recipients or purchasers (hereinafter collectively referred to as "customers" or "purchasers") even if they are not mentioned in subsequent contracts. The GTC only apply if the customer is an entrepreneur (Section 14 of the German Civil Code – BGB), a legal entity under public law or a special fund under public law.
- (2) These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly consented to their validity in writing. This consent requirement applies in any case, for example even if we carry out deliveries without reservation in the knowledge of the general terms and conditions of the customer.
- (3) Individual agreements made with the customer on a case-by-case basis (including ancillary agreements, additions and amendments) shall in any case take precedence over these GTC. A written contract and/or our written confirmation is decisive for the content of such agreements in the absence of proof to the contrary.
- (4) Legally relevant declarations and notifications by the customer in relation to the contract (e.g. deadlines, defect reports, withdrawal or price reduction) must be submitted in writing or text form (e.g. postal letter, email, fax). Legal formalities and further verifications, in particular if in doubt of the legitimacy of the declaring parties, remain unaffected.
- (5) Information on the applicability of statutory provisions is for the purposes of clarification only. The statutory provisions shall thus continue to apply also without such clarification, insofar as they are not directly modified or expressly excluded in these GTC.

Section 2 Orders

- (1) Our offers are made without obligation. An order by a customer is a binding offer. We may accept this offer at our discretion within four weeks by sending an order confirmation or by sending the ordered goods to the customer within this period.
- (2) Oral information and commitments from our side are only binding if and to the extent that we confirm them in writing or comply with them by sending the goods and invoice.

- (3) Bechem develops and manufactures catalogue products according to established standards, which can be marketed worldwide and also used across industries. Therefore, Bechem can only take into account specific customer requirements that deviate from the product descriptions in the Bechem catalogues if these have been individually coordinated and confirmed in writing by Bechem. Written confirmation is also required if we have agreed to customer requirements and product specifications on the basis of general terms and conditions, standards and guidelines of the customer and the customer subsequently unilaterally changes these standards and guidelines.
- (4) Safety-related and filling-related deviations of up to 10% (plus or minus) from the quantities indicated or confirmed are commercial practice and are deemed to be in accordance with the contract. Such quantity variances are fully taken into account in the invoice total.
- (5) We are not liable in the event of obvious errors, typing and calculation errors in the documents provided by us. The customer is obliged to inform us of such errors, so that our order confirmation or invoice can be corrected and renewed. This also applies in the case of missing documentation.
- (6) The order number, customer number and invoice number listed in our order confirmation or invoice must be quoted in the settlement by bank transfer or cheque as well as in all customer correspondence concerning the order.
- (7) If the fulfilment of a delivery obligation of CARL BECHEM GMBH depends on the approval of the Federal Office for Economic Affairs and Export Control (BAFA), the corresponding purchase contract is expressly concluded only on condition that the approval is granted. If it emerges that the fulfilment of a delivery obligation of CARL BECHEM GMBH violates the current German Foreign Trade and Payments Act (AWG) or other export obligations, in whole or in part, CARL BECHEM GMBH shall be released from this delivery obligation in whole or in part (to the extent of the prohibition). In such a case, CARL BECHEM GMBH will inform the customer immediately and reimburse any consideration already provided by the customer without delay to the extent that CARL BECHEM GMBH has been released from the delivery obligation. The customer undertakes vis-à-vis CARL BECHEM GMBH to comply with all applicable national, European and US export control regulations, including all European or US sanctions lists and other embargoes against certain persons (collectively, "Export Control Regulations").

Section 3 Samples, Quality Specifications

- (1) Samples, models, brands, specimens, containers, packaging, drawings, tools and presentations or similar, as well as finished products and semi-finished products, which are provided by us for inspection (collectively referred to as "samples") remain our property and may only be passed on to third parties with

our express, written permission. Subject to agreements to the contrary in individual cases, these must be returned to us immediately after the completion of the corresponding order, i.e. unsolicited at the latest upon delivery of the goods. Such samples may not be used by the customer for their own purposes. In particular, they may not be used for the manufacture or development of their own or third-party products. The use of our samples, models, specimens, etc. for advertising purposes is not permitted unless we have given our permission to do so.

- (2) All samples are always non-binding inspection specimens, analytical data, colour designations. Quality information taken from samples or specimens, analytical data or specifications are binding specifications of the purchased item only if these are individually and contractually agreed. The Seller does not guarantee quality or durability. Deviations within the usual commercial framework are also permitted in the case of assurances of certain properties. In the event of disputes, the analysis of a sworn commercial chemist shall be deemed to be binding, with the costs being borne by the party at fault.

Section 4 Delivery dates and scope, delay in delivery

- (1) The delivery period is agreed individually or indicated by us upon acceptance of the order.
- (2) The delivery period begins with receipt of the order confirmation, but not before receipt of any documents, approvals, and releases to be provided by the customer and receipt of an agreed down payment. The delivery period is met if the readiness for dispatch has been announced before it expires or if the delivery item has left the factory.
- (3) If we are unable to comply with the delivery period for reasons for which we cannot be held responsible (unavailability of the service), we shall inform the purchaser of this immediately and simultaneously advise them of the new, expected delivery date. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already provided by the buyer. In particular, the non-availability of the service in this sense is deemed to be the non-timely delivery to us by our supplier, if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.
- (4) Partial deliveries are permissible within the delivery periods indicated by us to a reasonable extent, insofar as the customer has not asserted any provisions to the contrary at the time of ordering, stating an important reason.
- (5) The scope of supply is determined by our written order confirmation.

- (6) Changes to the product which are due to the improvement of the technology or legal requirements are reserved during the delivery period, provided that the delivery item is not significantly changed and the changes are reasonable for the customer.
- (7) The start of our default on delivery shall be determined by the statutory regulations. In any case, however, a reminder by the buyer is required.

Section 5 Cancellation costs

If the customer withdraws unjustifiably from an issued order or if the customer itself is responsible for the withdrawal, we may, after unsuccessful setting of a grace period, claim 10% of the sales price for the costs incurred by processing the order and for lost profit, without prejudice to the possibility of asserting higher actual losses or additional expenses in accordance with the statutory provisions. A grace period is not required if the customer seriously and definitively refuses acceptance. The customer reserves the right to prove that no or only significantly lesser damage has occurred.

Section 6 Shipping, packaging

- (1) Delivery is ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods and our containers provided will be shipped to another destination (sale by dispatch). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport companies, shipping route, packaging) ourselves. The dispatch method chosen is that deemed most suitable. If delivery and receipt are "free station", overland freight and (or) freight charges are not included.
- (2) In the case of delivery in tank wagons, road tankers or containers, the customer undertakes to empty them immediately. Excessive waiting and downtime entitle us to charge waiting fees in the amount of the resulting loss of use for the vehicles and the corresponding personnel costs. Our obligation at the time of delivery is limited to the operation of the vehicle's own equipment. Insofar as our employees provide additional assistance in unloading or discharging and cause damage to the goods or other damage in the process, these persons are deemed to be acting at the sole risk of the purchaser and not on our behalf.
- (3) Rental containers are provided for 2 months rent-free. After expiry of this period, they continue to be provided for rent for a fee in accordance with our respective valid rental price list for the provision of loan containers for more than 2 months. The list is attached to the rental containers that are provided free of charge for an initial 2 months.

- (4) The return of the rental container must be carried out free of charge as far as Hagen-Hbf station or to our factory. The transport risk when the containers are returned shall be borne by the customer.
- (5) Disposable containers may only be reused in business transactions after making our logo and our description of goods unrecognisable.
- (6) Otherwise, packaging is the property of the customer and is charged by us. Postage and freight costs as well as packaging costs will be charged separately. Acceptance by the carrier is considered to be proof of the impeccable nature of the wrapping.

Section 7 Acceptance, delay in acceptance, refusal to accept, transfer of risk

- (1) The customer is obliged to accept the delivery item. In the absence of deviating agreement (delivery by us), handover takes place at the freight transfer at our factory in Hagen. The customer is entitled to inspect the delivery item at the handover location within fourteen days after receipt of notification of readiness for delivery or other notification of completion. Insofar as acceptance has been agreed, the customer has the obligation to accept the delivery item within the same period, unless acceptance is excluded according to the nature of the work or the customer is otherwise temporarily prevented from acceptance through no fault of its own.
- (2) If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). If the customer remains in default with the acceptance of the purchased item for more than fourteen days from receipt of the readiness notification, intentionally or through gross negligence, we shall be entitled to withdraw from the contract after setting a grace period of a further fourteen days.
- (3) The setting of a grace period is not necessary if the customer seriously and definitively refuses acceptance or is manifestly unable to pay the purchase price when payment for performance becomes due.
- (4) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon the handover of the delivery item. However, in the case of sale by dispatch, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. Insofar as acceptance has been agreed, this is decisive for the transfer of risk. In addition, the statutory provisions of the law on contracts and labour (Werkvertragsrecht) shall also apply accordingly to

an agreed acceptance. Default of acceptance by the customer shall be equivalent to delivery or acceptance.

Section 8 Prices, small quantity surcharge, terms of payment

- (1) Our prices are generally exclusive of the statutory value-added tax. The calculation is based on the quantities or weights we have determined. However, the calculation may be made on the basis of the quantities or weights determined by the customer, if the determination has been made by means of calibrated scales and the goods have been transported at our risk.
- (2) Unless otherwise stated in the order confirmation, our prices apply ex works.
- (3) Price changes are permitted if there are more than four months between the conclusion of the contract and the agreed delivery date. If certain cost factors such as wages, raw material prices or other material costs increase or decrease thereafter up to completion of delivery, or if duties, taxes or other charges for mineral oil or freight increase, decrease, are newly introduced or abolished, we are entitled and obliged to adjust the agreed price to an appropriate extent in accordance with the influence of the relevant cost factors, in both the case of a reduction and of an increase in price. This also applies if a fixed price has been agreed. The Customer is entitled to withdraw only if a price increase considerably exceeds the rise in general cost of living between order and delivery.
- (4) In the case of small quantities, a corresponding surcharge is charged if the delivery is carried out ex works.
- (5) The purchase price and the fees for ancillary services are due for payment upon handover or acceptance of the delivery item, unless other conditions are expressly agreed in writing. We are entitled at any time, even in the context of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation. Payments by cheque or money order are considered to be effected only after redemption. The acceptance of bills of exchange always requires a prior written agreement with us. When accepting bills of exchange, the bank discount and collection expenses are calculated. They must be paid immediately in cash.

Section 9 Set-off, delay

- (1) The customer is entitled to set-off only to the extent that its claim is legally established or undisputed. If the customer is a merchant, a legal entity under public law or a special fund under public law, the withholding of payments due to any counterclaims of the customer that are not recognised or established by us or by the courts or which we dispute is not permitted. In case of defects in the

delivery, the buyer's counterclaims, especially pursuant to Section 10 paragraph 5 sentence 2, remain unaffected.

- (2) The customer's default in payment is governed by the statutory provisions.

Section 10 Defects, complaint, guarantee, warranty

- (1) The rights of the customer concerning material defects and defects of title (including incorrect and short deliveries as well as improper installation or inadequate installation instructions) are subject to the legal regulations as long as no alternative is defined hereinafter. In all cases, the statutory special provisions remain unaffected in the final delivery of the goods to a consumer (supplier recourse pursuant to Section 478 BGB). Claims arising from supplier recourse are excluded if defective goods have been further processed by the buyer or another entrepreneur, e.g. by installation in another product.
- (2) If the customer is a merchant, the customer's claims for defects presuppose that it has complied with its statutory duties of examination and notification (Sections 377, 381 of the German Commercial Code – HGB). Pursuant to Section 377 HGB, notices of defects must be made in writing without delay, but at the latest within two weeks of receipt of the goods, insofar as they are obvious defects (including incorrect and under-deliveries), otherwise within two weeks of the discovery of the defect. Complaints about defects are not permitted if we are no longer able to check the disputed goods. The customer must send us a sample of at least 1kg (in words: one kilogram) of the disputed goods in the event of a complaint. Sampling must be carried out in accordance with the DIN standard that applies for the product. We must be given the opportunity to assure ourselves that the sampling is carried out properly.
- (3) The warranty period applying to merchants is 12 months after the transfer of risk to the customer in accordance with Section 7 (3). This does not apply to the extent that the law requires longer periods, in particular for defects in a building construction and for goods that have been used for a building construction in accordance with their usual use and whose defectiveness they have caused. For consumers, the statutory warranty periods apply in accordance with Section 13 BGB.
- (4) In the case of defective goods, replacement delivery or, if possible, repair will be carried out at our discretion. Our right to refuse subsequent performance under the statutory conditions remains unaffected. The disputed goods can only be returned with our consent.
- (5) We are entitled to make the owed subsequent performance dependent on the customer paying the purchase price due. However, the customer is entitled to retain a portion of the purchase price that is proportionate to the defect.

- (6) The warranty does not relate to damages insofar as they arise after the transfer of risk upon acceptance of goods due to incorrect or negligent handling by the customer, due to excessive stress, due to unsuitable equipment and due to electrical and/or mechanical influences, which are not presupposed by the purchase contract.
- (7) The customer's claims for damages or compensation of futile expenses exist also in case of defects only in accordance with Section 11 and are otherwise excluded.

Section 11 Other liability

- (1) Unless otherwise stated in these GTC, 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 compensation for damages, regardless of the legal reason, in the context of liability for negligence in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. diligence in our own affairs; insignificant breach of duty), only
 - a) for damage resulting from injury to life, body or health
 - b) for damages resulting from the breach of an essential contractual obligation (obligation whose fulfilment enables the proper execution of the contract in the first place and on whose compliance the contractual partner regularly trusts and may rely); in this case, however, our liability is limited to compensation of the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from paragraph 2 also apply in the case of breaches of duty by or in favour of persons for whose culpability we are responsible in accordance with statutory provisions. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods as well as for claims of the customer according to the Product Liability Act (Produkthaftungsgesetz).
- (4) For a breach of duty not based on a defect, the customer can withdraw from or terminate the contract only when we are responsible for the breach of duty. The customer's free right to termination (in particular in accordance with Sections 650, 648 BGB) is excluded. In addition, the legal requirements and legal consequences apply.

Section 12 Retention of title

- (1) We retain the ownership of the delivery items until the full settlement of the purchase price and all current claims arising from the business relationship with

us. If the customer is a merchant, a legal entity under public law or a special fund under public law, we retain the title also until full payment of all future claims arising from the business relationship.

- (2) In the event of a breach of contract by the customer, in particular in the event of a delay in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and the customer shall be obliged to surrender the goods if we have previously unsuccessfully set a reasonable grace period for the customer or if such a deadline is unnecessary.
- (3) The assertion of the retention of title as well as the attachment of the delivery items by us shall not be deemed to be withdrawal from the contract, unless the provisions of Sections 491 to 504 BGB apply or this is expressly declared by us in writing.
- (4) If the delivery items are inseparably processed, mixed or combined with other items that do not belong to us, the retention of title also extends to the resulting products at their full value, whereby we are considered to be the manufacturer. If, in the case of processing, mixing or combination with goods of third parties, their right of ownership remains, we shall acquire co-ownership of the new item in proportion to the invoice values of the delivery items and of the other processed, mixed or combined items. The customer holds the property in safe custody for us. In addition, the same applies to the resulting product as to the goods delivered under reservation of title.
- (5) The customer may neither pledge the delivered objects nor transfer ownership thereof as security. In the event of attachment and seizure or other disposal by third parties, the customer must notify us immediately and provide us with all information and documents necessary to protect our rights. The obligation to notify immediately shall also apply if an application for the opening of insolvency proceedings is made. Enforcement officers or third parties must be made aware of our ownership.
- (6) We undertake to release the securities to which we are entitled, at the request of the customer and at our discretion, insofar as the realisable value of the securities exceeds our claims by more than 20%, insofar as they have not yet been settled.
- (7) In addition, in the case of merchants, a legal entity under public law or a special fund under public law, the following shall also apply:

Until revocation, the customer is entitled to resell and/or process the delivery items in the ordinary course of business, provided it duly fulfils its obligations towards us and it agrees a reservation of title with its customer. However, it already assigns to us all claims in the amount of the purchase price agreed between us and it (including VAT) that are due to it from the resale, regardless of whether the delivery items are resold without or after processing. The customer's obligations referred to in paragraph 5 shall also apply in view of the assigned claims. The customer is authorised to collect these claims after their assignment.

Our right to effect recovery of the claim remains unaffected by this; nevertheless, we pledge not to exercise rights to these claims as long as the purchaser fulfils his payment obligations in a proper manner without delay or default, there is no defect in his capacity to perform and we do not assert the retention of title by exercising a right pursuant to paragraph 2. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, submits the corresponding documents and informs the debtors (third parties) of the assignment. In addition, we are entitled in this case to revoke the customer's authorisation to further sell and process the goods subject to retention of title.

- (8) If an external storage facility is used, reference must be made to our ownership before storage of the goods.

Section13 Value-Added Tax

- (1) The customer assures the correctness of the information provided with regard to its address and VAT ID. If a delivery is treated as taxable due to defects in the address or VAT, the customer shall reimburse the tax paid by us.
- (2) If there is a VAT-free intra-Community delivery in accordance with Section 4 No. 1 (b) in connection with Section 6 a UStG, the customer is obliged to provide on request confirmation of arrival that complies with the principles of Section 17a of the Turnover Tax Act (UStDV). If the customer does not comply with its obligation within 30 days at our request, the VAT can be billed retrospectively. Ownership of the purchased item is reserved until receipt of the confirmation of arrival or until payment of the additionally billed value-added tax. The retention of title pursuant to Section 12 of these General Terms and Conditions of Sale and Delivery is not affected by this.

Section14 Final provisions

- (1) All legal relationships between the customer and us, even if the customer has its registered office abroad, shall be governed exclusively by German law; UN Sales Law is expressly waived.
- (2) If the customer is a merchant within the meaning of the Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship is our registered office in Hagen. The same applies if the customer is an entrepreneur in accordance with Section 14 BGB. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a priority individual

agreement or at the general place of jurisdiction of the customer. Priority statutory regulations, in particular for exclusive competences, shall remain unaffected.

- (3) Should any of the above clauses be or become ineffective, the ineffective conditions shall be replaced by such provisions which come closest to the economic purpose of the contract, while adequately respecting the mutual interests.

As of: 02.2021