

General Terms and Conditions of Sale und Delivery

Scope

ACRIS Feinchemikalien GmbH ("ACRIS") supplies goods and services to entrepreneurs within the meaning of section 14 of the BGB (German Civil Code), legal entities under public law and public-law special funds ("Buyer") subject to the General Terms and Conditions of Sale and Delivery ("Terms and Conditions") herein below. Such Terms and Conditions shall also govern any and all future transactions of the above-mentioned kind, even if not expressly referred to in an individual case. ACRIS hereby explicitly rejects any other terms and conditions, including without limitation Buyer's terms and conditions of purchase; such terms and conditions shall not be binding upon ACRIS even in the event that ACRIS may fail to expressly object to them when entering into a contract. Any application of deviating terms and conditions requires ACRIS's express written confirmation (in accordance with the last sentence of section 1.1 herein above).

1 Dispatch and Acceptance; Written Form

1.1 ACRIS's offers are without obligation. A purchase order is not binding on ACRIS unless ACRIS has acknowledged such purchase order in writing or has started executing the purchase order.

1.2 Clauses supplementing the description of goods such as "circa", "as supplied", "as before" or similar supplements in ACRIS's offers refer exclusively to the quality or quantity of the goods but not to the price thereof. ACRIS shall interpret corresponding details included in Buyer's purchase orders accordingly.

1.3 Any indication of quantities on ACRIS's part is an estimate only. In case of deliveries in dismountable tanks, fixed tanks, or silo vehicles differences of +/- 10% of the agreed quantity shall be deemed to be in compliance with the contract. Such deviations from the agreed quantity reduce or increase the agreed purchase price accordingly.

1.4 Unless specified otherwise in the quotation, the prices are ex works (ACRIS site). In the event that ACRIS, by way of exception, arranges the transport for Buyer and advances the freight costs, Buyer shall immediately reimburse ACRIS for the total amount of such freight costs.

1.5 Text form (including fax and email) shall have the same effect as written form.

2 Purchase Price and Payment

2.1 ACRIS's prices are subject to any taxes (including without limitation VAT) and customs duties that may be due. The price calculation is made on the basis of the volumes or weights determined by ACRIS or ACRIS's suppliers; it can, however, be made on the basis of the volumes or weights determined by the recipient, if such determination is carried out using standardised instruments and the goods have been transported at ACRIS's risk.

2.2 Except as otherwise agreed in writing (in accordance with the last sentence of section 1.1 herein above), the purchase price is due in full upon delivery of the goods. Any cash discounts and payment dates agreed apply only to the purchase order actually confirmed and do not justify an extension of the due date for payment. Any discount agreed is forfeited in the event of acceptance of a bill of exchange even if the discount charges are borne by Buyer.

2.3 If the payment date expires without payment, ACRIS is entitled to charge interest in the amount of 5 percentage points above the base lending rate.

2.4 In the event of default ACRIS will charge interest on arrears in the amount of the rate provided for in section 288 II of the German Civil Code, currently 9 percentage points above the base interest rate, and reserves the right to assert further claims.

2.5 Cheques and bills of exchange are accepted as conditional payment only and subject to prior agreement. Any bank fees due for payment procedures are for the account of Buyer.

2.6 Buyer is not entitled to offset any counterclaims or to assert a right of retention unless such offsetting or retention is based on the same legal relationship or on section 320 of the German Civil Code or unless said claims are undisputed or have been finally decided by a competent court of law.

2.7 If Buyer defaults on its payment obligation in whole or in part, on whatever legal grounds, ACRIS is entitled to accelerate the due date for payment for the entire unpaid balance even where ACRIS has accepted bills of exchange and/or cheques without any agreement in this regard. In such a case ACRIS is also entitled to make any future deliveries conditional upon payment of a deposit or security. If such payment or security is not made or given within a reasonable period of time despite a reminder having been sent, ACRIS is entitled to rescind the contract and claim damages.

2.8 If Buyer suffers a major deterioration in its financial circumstances, thus putting at risk ACRIS's claims, the provisions laid down in paragraph 2.7 hereof shall apply including where such circumstances, which were in existence before the conclusion of the contract, come to ACRIS's knowledge only at a later point in time.

3 Delivery

3.1 The agreed delivery periods and dates are always approximate unless a fixed date has been expressly agreed in writing (in accordance with the last sentence of section 1.1 herein above). Firm deals, including without limitation firm deals under section 376 of the German Commercial Code (HGB), must be expressly agreed in writing.

3.2 For deliveries that do not affect ACRIS's operations (drop shipment delivery) delivery dates and deadlines are deemed to have been met, if the goods are dispatched from the delivery location of ACRIS's upstream supplier in time to reach their destination on time, allowing for the usual shipping period.

3.3 In the event of any delays in delivery caused by force majeure, riot, strike, lockout, raw material shortage, or equipment failures for which ACRIS is not responsible and which affect ACRIS or its providers, the period of delivery is extended by not less than the period of time required to remedy the disruption to the extent that the disruption affects the production or delivery of the delivery item. ACRIS shall notify the Buyer as soon as reasonably possible of the beginning and end of such events. In case of a permanent business disruption caused by force majeure, riots, strike, lockout, shortage of raw materials or a business breakdown for which ACRIS is not responsible, or in the event that ACRIS has, through no fault of its own, failed to receive the supplies ordered from its supplier, Buyer and ACRIS shall be entitled to rescind the contract; such rescission may be made for the entire contract or parts thereof, and does not give rise to any claims for compensation. In the event of rescission, any payments made in advance shall be reimbursed as soon as reasonably possible. The party to the contract intending to rescind the contract in accordance with the provisions herein above shall do so giving two (2) weeks' notice of termination. A permanent operational disruption as defined herein above shall be deemed to exist where such disruption continues for more than five (5) weeks.

3.4 ACRIS reserves its own punctual and faultless receipt of supplies. ACRIS shall notify Buyer of such obstacles as soon as reasonably possible. ACRIS shall not be liable for delayed, omitted or non-conforming deliveries insofar as such delayed, omitted or non-conforming deliveries are attributable to ACRIS's own suppliers without any fault on its part. Without prejudice to other provisions, this applies on condition fact that ACRIS has entered into a concrete covering transaction.

3.5 Buyer shall meet its public legal obligations under Regulation (EC) No. 1907/2006 (REACH Regulation) as amended from time to time.

4 Dispatch and Acceptance

4.1 Shipping will be in accordance with Incoterms 2020, individually agreed upon.

4.2 If no Incoterms were agreed, Buyer bears the transport risks. This is also the case when the delivery is free of charge.

4.3 By collection from the site of delivery, Buyer or its agent is responsible for loading the vehicle and observing all regulations, in particular with regard to the transport of dangerous goods.

4.4 Buyer shall have sole responsibility for unloading and storing of the goods.

4.5 Where deliveries are made in tankers and dismountable tanks, Buyer shall ensure that its tanks and any other storage containers are in faultless technical condition and shall procure connection of the filling pipes to its own receiving system at its own responsibility or shall, if necessary, cause the recipient to meet this requirement. ACRIS's own obligation is limited to operating the facilities connected with the vehicle.

4.6 Where ACRIS's employees provide assistance in the cases described in paragraphs 4.1 to 4.4 herein above in unloading or discharging, as the case may be, such employees act at the sole risk of Buyer and not as ACRIS's vicarious agents. Buyer shall bear any costs resulting from down times and waiting times.

5 Retention of Title

5.1 If, upon delivery of any item, ACRIS has already received full payment for such item, title to that item shall pass to Buyer upon delivery thereof to Buyer, unless otherwise agreed in the individual case.

5.2 If ACRIS provides services up front – i.e. if delivery of the goods takes place at a time at which ACRIS has not yet received the consideration or part of the consideration due for the relevant goods ("Reserved Goods") – the following provisions shall additionally apply:

(1) ACRIS reserves legal ownership of all Reserved Goods delivered by ACRIS until full payment of their purchase price and until all of ACRIS's claims resulting from the business relationship – including any contingent liabilities (including without limitation claims for payment by cheque or bill of exchange) – and claims from contracts made subsequently and/or existing for any legal reasons whatsoever, have been paid.

(2) In the event that such retention of title becomes valid only if recorded in special registers and/or subject to certain other legal requirements, Buyer shall ensure that such requirements are duly met. Buyer shall bear all costs resulting from such measures taken.

(3) Buyer shall be entitled to process and/or resell the goods in the ordinary course of business; provided, however, that Buyer is not in default regarding its duties towards ACRIS and provided further that Buyer does not suspend payments. More specifically, the following provisions apply:

a) Any processing or transformation of the Reserved Goods shall be carried out on ACRIS's behalf in its capacity as manufacturer within the meaning of section 950 of the German Civil Code, but without obligation for ACRIS. Processing or transformation of the Reserved Goods does not give Buyer legal ownership of the newly created item. If the Reserved Goods are processed or mixed, blended or combined with other items, ACRIS acquires co-ownership of the resulting new item in proportion of the invoice value of ACRIS's Reserved Goods to the total value of the item. The provisions applicable to the Reserved Goods apply equally to any co-owner's shares created under the foregoing provisions.

b) Buyer hereby assigns to ACRIS all claims from any resale or other disposal transactions, including without limitation from contracts for works, labour and material, together with all ancillary rights, including pro-rated rights

insofar as the Reserved Goods have been processed, mixed or blended and ACRIS has obtained co-ownership in such products in proportion with its invoice value or to the extent that the Reserved Goods have been permanently incorporated therein. To the extent that the Reserved Goods have been processed, mixed or blended or permanently incorporated, such assignment entitles ACRIS to a primary fraction of the claim from the resale corresponding to the proportion between the invoice value of the Reserved Goods and the invoice value of the product.

In the event that Buyer sells the Reserved Goods together with other goods supplied by a party other than ACRIS, Buyer hereby undertakes to assign to ACRIS a primary share in the claim resulting from the resale equal to the invoice value of the Reserved Goods.

In the event that Buyer has sold such receivables within the scope of a non-recourse factoring transaction, Buyer hereby undertakes to assign to ACRIS the substitute receivables Buyer may claim from the factor. In the event that Buyer places the claim from the resale under an open account relationship with Buyer's customer, Buyer hereby undertakes to assign to ACRIS Buyer's claims from the open account relationship in the amount of the invoice value of the Retained Goods.

Such assignment encompasses not only payment claims but also, without limitation, claims for surrender, including without limitation in the event that Buyer also resells goods subject to retention of title.

c) ACRIS hereby accepts the above assignments.

d) Buyer has the right to collect any claims assigned to ACRIS until ACRIS revokes such right. The right to collect claims ceases when revoked; revocation is effected if Buyer is in arrears or suspends payment. The same applies if Buyer suffers a major deterioration in its financial circumstances, thus putting at risk ACRIS's claims. In such cases ACRIS has Buyer's permission to notify customers of the assignment and to collect the receivables itself.

e) Upon ACRIS's request, Buyer shall submit to ACRIS a detailed list of the receivables due to Buyer, including the names and addresses of customers, the amount of each of such receivables, the invoice date, etc., and shall provide ACRIS with all information and documents required for the assertion of the receivables assigned to ACRIS and shall permit ACRIS to verify the information provided.

f) Any sums of money received by Buyer on the basis of claims assigned to ACRIS shall be separately deposited to ACRIS's credit until remitted.

(4) Pledging or transfer by way of security of the Reserved Goods or of the claims assigned is not permitted. Buyer shall notify ACRIS immediately of any order of attachment, specifying the name of the attaching creditor.

(5) If the value of any security due to ACRIS exceeds the total claim against Buyer by more than 10%, ACRIS shall, at Buyer's request, release excess security.

(6) In the event of Buyer's default in payment or suspension of payments ACRIS is entitled to take back the Reserved Goods, subject to any legal requirements that may apply. ACRIS is entitled to use at its discretion any Reserved Goods taken back for its satisfaction.

(7) Buyer shall hold the Reserved Goods in safe custody for ACRIS. Buyer shall take out customary insurance to cover the Reserved Goods against the usual risks such as fire, theft, and flooding. Buyer hereby undertakes to assign to ACRIS any claims for compensation due to Buyer, from any insurance agency or from any other liable person, for any damage or loss of the above type in the amount of ACRIS's claims against Buyer. ACRIS hereby accepts the above assignment.

6 Warranty; Liability

6.1 ACRIS shall carry out any subsequent performance for which it is responsible either by rectifying the defect or by replacing the goods, as it deems fit. The place of subsequent performance is ACRIS's registered office. The foregoing is without prejudice to the provisions of section 377 of the German Commercial Code (HGB); ACRIS recommends to Buyer to draft a complaint, if any, in writing for evidentiary purposes. If the goods are delivered in packages, Buyer shall additionally check the labelling of each individual package to ensure that it is in compliance with the purchase order. Moreover, prior to discharging the goods, Buyer shall make sure that the goods are in compliance with the contract by taking a sample in accordance with standard practice. Any parts replaced become ACRIS's property. In case of a rectification of defects, ACRIS shall bear all expenses required for the purpose of such rectification – including, without limitation, the costs of transportation, travelling, labour and materials – to the extent that such costs are not increased due to the purchased item being sent to a place other than the destination contractually agreed; Buyer's rights under section 439 (3) of the German Civil Code shall remain unaffected thereby. Minor deviations in quality, colour, width, weight or design that are technically unavoidable do not constitute a defect. References to standards or similar regulations, details provided in safety data sheets, details on the usability of the goods, and statements made in advertisements shall not be deemed to constitute representations or warranties, or declarations of conformity. Identified uses under the REACH Regulation (EC) No. 1907/2006 that are relevant to the goods shall constitute neither an agreement on the corresponding contractual quality of the goods nor any designated use under the terms of this contract. In addition, Buyer shall have the right to cancel the contract and to reduce the purchase price provided that the relevant legal requirements have been met. Claims for compensation are subject exclusively to the following provisions.

6.2 Unless provided otherwise herein below, and provided that the relevant legal requirements have been met, ACRIS shall be liable for damages if a material contractual obligation (so-called "cardinal obligation") has been culpably breached; however, in such case, ACRIS's liability shall be limited, in terms of amount, to the

foreseeable, typically occurring damage. Cardinal obligations are those obligations the fulfilment of which is of the essence for the contract and the performance of which the buyer may rely on in the due course of business; and cardinal obligations also include those obligations the breach of which would endanger the purpose of the contract. Buyer shall have an unrestricted right to claim damages from ACRIS, as provided for by law and in the amount specified by law, provided that such claims for damages have been caused by ACRIS or its legal representatives or vicarious agents, and are based on

- culpable injury to life, limb or health, **or**
- intentional or grossly negligent breach of duty, **or**
- the German Product Liability Act (*Produkthaftungsgesetz*) **or**
- breach of an obligation arising from a procurement risk assumed or a guarantee given.

The assertion of any further damage claims against ACRIS or its legal representatives, performing agents (contractual liability) or vicarious agents (tortious liability) – on whatever legal grounds – shall be excluded. The legal provisions regarding the burden of proof apply.

7 Limitation of Claims Based on Defects

7.1 Any claims asserted by the Buyer for quality defects expire by limitation within one year unless:

- (1) the product delivered by ACRIS is an item integrated within a building in accordance with the common manner of use of that product, causing the defectiveness of that building, **or**
- (2) the defect was fraudulently concealed, or was caused by a breach of obligation intentionally committed by ACRIS or by ACRIS's legal representatives or vicarious agents, **or**
- (3) such claims are based on a guarantee given, or a procurement risk assumed, by ACRIS, **or**
- (4) such claims are claims for damages, **or**
- (5) such claims are claims in accordance with section 445(a) of the German Civil Code.

In cases (1) to (4), the statutory limitation periods shall apply.

7.2 The statutory limitation periods shall also apply in case (5), provided that the last contract in the supply chain relates to a purchase of consumer goods in terms of section 474 of the German Civil Code (and, notably, to such transaction where the final purchaser, as a consumer, buys an object from an entrepreneur); in all other cases (i.e., without a consumer being involved as the final purchaser), the limitation period shall be fourteen (14) months.

7.3 The legal provisions on suspension, interruption, and beginning and recommencement of the statute of limitations apply.

7.4 The provisions in section 7.1 to 7.3 herein above apply *mutatis mutandis*.

8 REACH

If Buyer notifies ACRIS of a use in accordance with Article 37.2 of the Regulation (EC) No. 1907/2006 of the European Parliament and the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) which requires updating the registration or substance safety data report, or another obligation under the REACH Regulation, Buyer shall bear all substantiated expenses. In case of the first sentence, any delivery obligations ACRIS may have are extended by a reasonable period of time. The provisions in Section 6 hereof are not affected. If, for reasons of health and safety or environmental protection, it is not possible to include the use changed in accordance with the first sentence of this section as an identified use and if Buyer intends, contrary to ACRIS's advice, to use the goods in a manner ACRIS has discouraged, ACRIS is entitled to withdraw from the contract.

9 Jurisdiction; Applicable Law, Data Privacy; Severability

9.1 The exclusive place of jurisdiction is ACRIS's registered office. At ACRIS's option, ACRIS can also take legal action at its principal place of business in Heidelberg (Germany) or, if Buyer's registered office is outside the Federal Republic of Germany, at Buyer's general place of jurisdiction.

9.2 The law of the Federal Republic of Germany shall apply exclusively and in the same manner as it would apply between two contractual partners having their registered office in Germany, but without giving effect to any legal norms referring to other legal systems and without giving effect to the UN Convention on Contracts for the International Sale of Goods (CISG).

9.3 ACRIS is entitled to store the personal data of Buyer and Buyer's employees as well as the personal data of any sub-contractors or third party hired by Buyer – provided that such personal data are related to the business relationship maintained with Buyer – and shall be entitled to use such data.