

General Sales Conditions of Dinox Handels GmbH

1. General; Scope of application

- 1.1. These General Sales Conditions ("Sales Conditions ") shall apply to all contracts concluded by us with customers for the sale and/or delivery of movable goods (trading of organic and inorganic chemical products), irrespective of whether we manufacture these ourselves or purchase them from suppliers or subcontractors. However, these Sales Conditions shall only apply if the customer is an entrepreneur (*Unternehmer*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special fund under public law (*öffentlich-rechtliches Sondervermögen*) within the meaning of Section 310 para. 1 of the German Civil Code (BGB).
- 1.2. Our Sales Conditions shall apply exclusively, even if we accept orders without reservation, render services or directly or indirectly refer to letters or the like containing his or her third party terms and conditions of business with knowledge of the customer's terms and conditions of business. Conflicting, deviating or supplementary terms and conditions of the customer shall only be recognised by us if we expressly agree to their validity.
- 1.3. The current version of our Sales Conditions shall also apply to future offers and contracts for the sale and/or delivery of movable property with the same customer, without us having to refer to them again in each individual case.

2. Offers; Conclusion of contract

- 2.1. Our contractual offers are subject to confirmation and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. This shall also apply if the customer is provided with catalogues, technical documentation (e.g. drawings, plans, samples and specimen), other product descriptions or documents - also in electronic form - for which we reserve ownership rights and copyrights.
- 2.2. Agreements or contracts made by the customer with employees, representatives and other vicarious agents working for us require subsequent written confirmation by us. With the exception of managing directors and authorized signatories, our employees, representatives and other vicarious agents are not entitled to make verbal agreements deviating from this.
- 2.3. The order by the customer is considered as a legally binding offer to conclude a contract. Our acceptance shall be effected by declaration in text form (e.g. by our order confirmation or our dispatch/collection readiness notification) or by delivery of the goods. Unless otherwise stated in the order, we shall be entitled to accept the customer's contractual offer within two (2) weeks of its receipt by us. Legally relevant declarations and notifications which the customer makes to us after conclusion of the contract (e.g. setting deadlines, reminders, notices of defects) must be in writing in order to be effective. The customer is obliged to notify us without

undue delay (Section 121 para. 1 of the German Civil Code (BGB)) of any deviations in the performance descriptions in the order confirmation from the original offer.

- 2.4. The information, drawings, illustrations, technical data, descriptions of weight, dimensions and performance contained in brochures, catalogues, circulars, advertisements, price lists or in the documents forming part of the offer are not guarantees of quality or durability and shall only become part of the contract if compliance therewith has been expressly agreed between the parties. We reserve the right to make changes to these features even after sending an order confirmation, provided that these changes do not contradict either the order confirmation or the customer's specification.

3. Delivery periods; partial deliveries

- 3.1. The delivery period shall be agreed to individually or stated by us upon acceptance of the order.
- 3.2. We shall not be liable for the impossibility or delay of our services insofar as these circumstances are due to force majeure or other events unforeseeable at the time of conclusion of the contract for which we are not responsible (e.g. operational disruptions of all kinds, fire, natural catastrophes, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, delays in the granting of any necessary official approvals, official/sovereign measures or prohibitions (e.g. sanctions, embargoes or other export control regulations), unforeseen increase in the risk that the fulfilment of any obligations under this contract and/or individual contracts will or could result in the imposition of penalties or sanctions (e.g. secondary sanctions). Such an event shall also be given in case of an incorrect or untimely delivery by one of our suppliers for which we are not responsible. In case of such events, the delivery periods shall be automatically extended by the duration of the event plus a reasonable start-up period. We shall inform the customer of such events without delay and at the same time inform the customer of the expected new delivery period.
- 3.3. If agreed delivery and/or performance periods are exceeded for reasons for which we are responsible, the customer may withdraw (*zurücktreten*) from the contract after the fruitless expiry of a reasonable grace period set by him. This shall only apply if deliveries have not been carried out culpably within the grace period. We shall only be in default if the grace period expires through our fault. Withdrawal must be made in writing.
- 3.4. We shall be entitled to render partial deliveries if (a) a partial delivery can be used by the customer within the scope of the contractual purpose, (b) the provision of the remaining deliveries is ensured, and (c) the partial delivery does not result in any significant additional expense for the customer.

4. Delivery, acceptance, default of acceptance

- 4.1. Deliveries are carried out in accordance with the agreed incoterms.

- 4.2. If the customer is in default of acceptance (*Annahmeverzug*) or if the delivery to him is delayed for other reasons for which he is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).
- 4.3. We shall be entitled to determine the type of dispatch (in particular the transport company and the dispatch route) and packaging (material and type) at our dutiful discretion.
- 4.4. In the case of deliveries to EU member states ("intra-Community deliveries of goods"), the customer must immediately cooperate in an appropriate manner in providing evidence of the intra-Community delivery of goods. In particular, we may require a dated and signed confirmation of the intra-Community delivery of goods with at least the following content: the name and address of the consignee, the quantity and usual commercial description of the goods and the place and date of receipt of the goods. If the customer does not comply with this obligation to cooperate, he shall be liable for the resulting damage, in particular for the value-added tax incurred by us.

5. Export control

- 5.1. The Customer shall comply with the applicable export control and sanction regulations and laws of the European Union (EU), the United States of America (US/USA) and other jurisdictions (export control regulations). The customer shall inform us in advance and provide us with all information (including final destination) necessary for us to comply with the export control regulations, in particular if our products are ordered for use in connection with
- (a) a country or territory, natural or legal person subject to restrictions or prohibitions under the EU, US or other applicable export control and sanctions regulations; or
 - (b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and launchers therefor.
- 5.2. The fulfilment of the contractual obligations by us is subject to the condition that the applicable export control regulations do not conflict. In such a case, we shall therefore be entitled in particular to refuse or withhold performance of the contract without any liability to the customer.

6. Prices

- 6.1. The price specified in the order confirmation is final. All prices are exclusive of statutory VAT. Any additional costs for insurance, transport, packaging and express goods as well as any customs duties, fees, taxes and other public charges shall be borne by the customer unless otherwise agreed.

- 6.2. Transport packaging and all other packaging in accordance with the German Packaging Act (*Verpackungsgesetz, VerpackG*) shall become the property of the customer and shall not be taken back by us.

7. Payments

- 7.1. Payments are to be made by the customer within the agreed term of payment and without deduction to one of our bank accounts. The invoice shall be deemed received within three (3) days after dispatch, unless the customer proves otherwise.
- 7.2. The customer's payment obligation shall remain unaffected if the object of the contract is destroyed for reasons for which we are not responsible after the transfer of risk (*Gefahrübergang*) to the customer.
- 7.3. Payment shall not be deemed to have been made until it has been credited to one of our bank accounts. In the case of payment by cheque, payment shall not be deemed to have been made until the cheque has been honoured.

8. Default of payment

- 8.1. As soon as the agreed term of payment is exceeded, the customer is automatically in default, unless the service is omitted due to a circumstance for which he is not responsible. The purchase price shall bear interest at the applicable statutory default interest rate (*Verzugszinssatz*) during the period of default. In the event of default, we shall also be entitled to the statutory default lump sum in accordance with Section 288 para. 5 sentence 1 of the German Civil Code (BGB). We reserve the right to assert further claims for damages caused by default. In any case, our statutory claim against merchants for commercial interest (*kaufmännischer Fälligkeitszins*) beginning on the due date (Sections 352, 353 of the German Commercial Code (HGB)) shall remain unaffected.
- 8.2. The customer shall only be entitled to offset and assert a right of retention if (a) the customer's counterclaim is either undisputed or legally established in a title against which an appeal is (no longer) admissible, or (b) in the case of procedural assertion, is ready for a decision at the time of the last oral hearing or (c) is in a relationship of reciprocity (*Synallagma*) with the main claim.
- 8.3. If it becomes apparent after the conclusion of the contract that our purchase price claim is jeopardised by the customer's lack of ability to pay (e.g. by filing for insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw (*zurücktreten*) from the contract (Section 321 of the German Civil Code (BGB)).

9. Retention of title

- 9.1. Goods paid for in advance are not subject to retention of title (*Eigentumsvorbehalt*). In all other respects, the delivered goods are subject to a retention of title in all cases until the purchase price has been paid in full.

- 9.2. If the customer has paid the purchase price for the delivered goods, but further liabilities arising from the business relationship with us have not yet been paid in full by the customer, we shall furthermore retain title to the delivered goods until all liabilities arising from the business relationship have been paid in full.
- 9.3. If the customer processes the goods delivered by us, we shall be deemed the manufacturer and shall acquire direct ownership of the newly created goods. If the processing is carried out together with other materials, we acquire direct co-ownership of the new goods in the ratio of the invoice value of the goods delivered by us to that of the other materials. If the goods delivered by us are combined or mixed with an item of the customer in such a way that the customer's item is to be regarded as the main item, it is deemed to be agreed that the customer transfers co-ownership of the main item to us, namely in the ratio of the invoice value of the goods delivered by us to the invoice value (or in the absence thereof to the market value) of the main item. The customer shall hold the sole ownership or co-ownership thus created in safekeeping for us free of charge.
- 9.4. The customer is entitled to dispose of the goods in our ownership in the ordinary course of business. All claims arising from the sale of goods to which we have retained title shall be assigned to us by the customer at the time of the conclusion of the contract with us; if we have acquired co-ownership in the event of processing, combination or mixing, the assignment shall be made in the ratio of the value of the goods delivered by us subject to retention of title to the value of the goods subject to retention of title of third parties. Recognised balance claims from current account agreements shall be assigned to us by the customer at the time of conclusion of the contract with us in the amount of the then still outstanding claims.
- 9.5. We hereby revocably authorise the customer to collect the claims assigned to us for us in his own name. Our right to collect these claims ourselves shall not be affected thereby. However, we shall not collect them ourselves and shall not revoke the collection authorisation as long as the customer duly fulfils his payment obligations towards us (in particular does not default in payment), as long as no application has been filed for the opening of insolvency proceedings against the customer's assets and as long as the customer is not unable to pay. If one of the aforementioned cases occurs, we can demand from the customer that he informs us of the assigned claims and the respective debtors, informs the respective debtors of the assignment (which we may also do ourselves at our discretion) and hands over to us all documents and provides all information which we require to assert the claims.
- 9.6. At our request, the customer shall provide us with all necessary information on the status of the goods in our ownership and on the claims assigned to us. Likewise, the customer shall, at our request, mark the goods in our ownership as such and inform his customers of the assignment.
- 9.7. If the realisable value of the securities exceeds our claims by more than ten (10)%, we shall release securities at the customer's request.

- 9.8. The customer is not entitled to pledge the reserved goods or to assign them as security. In the event of seizure of the reserved goods by third parties or other access by third parties, the customer must clearly indicate our ownership and inform us immediately in writing so that we can pursue our ownership rights. Insofar as the third party is unable to reimburse the court or out-of-court costs incurred by us in this connection, the customer shall be liable to us for such costs.
- 9.9. If mandatory legal provisions of another country in which the reserved goods are located do not provide for a reservation within the meaning of the above paragraphs, but know of other and comparable rights to secure the claims from the supplier's invoices, we reserve these. The customer shall be obliged to cooperate in measures to which we are entitled in order to protect our right of ownership or any other right in the reserved goods taking its place.

10. Warranty

- 10.1. The customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions) shall be governed by the statutory provisions unless otherwise provided or supplemented in these Sales Conditions.
- 10.2. Unless expressly agreed otherwise, our products and services must comply exclusively with the statutory requirements applicable in the Federal Republic of Germany.
- 10.3. The customer is obliged to inspect delivered goods immediately after delivery to him or to a third party designated by him and to notify us immediately of any defects. The immediate nature of the notice of defects presupposes that it is sent within four (4) weeks of delivery at the latest or - if the defect was not identifiable during the inspection - within four (4) weeks of discovery of the defect at the latest. If, however, this last designated defect was already recognisable to the customer at an earlier time than the time of discovery during normal use of the goods, this earlier time shall be decisive for the start of the aforementioned notification period. If the customer fails to carry out proper and timely inspection and/or notification of defects, our warranty obligation and other liability for the defect concerned shall be excluded unless we have fraudulently concealed the defect.
- 10.4. Insofar as the customer has claims against us due to the defectiveness of the goods, we shall, at our choice, which shall be exercised at our reasonable discretion, either remedy the defects free of charge or deliver defect-free goods free of charge (hereinafter collectively referred to as "subsequent performance" (*Nacherfüllung*)). The customer must grant us reasonable time and opportunity to carry out the subsequent performance which we deem necessary at our reasonable discretion. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, shall be borne by us if a defect actually exists. If, however, a customer's demand for the removal of defects turns out to be unjustified, we may demand reimbursement of the resulting costs from the customer.

- 10.5. We shall be entitled to make the subsequent performance owed dependent on the customer paying the due purchase price. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 10.6. The warranty does not apply if the customer changes the object of performance or has changed it by third parties without our consent and the removal of defects is made impossible or unreasonably difficult as a result. In any case, the customer shall bear the additional costs of remedying the defect incurred as a result of the change.
- 10.7. If the subsequent performance has failed or a reasonable period to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the contract or reduce the price. In the case of an insignificant defect, however, there is no right of withdrawal. The customer's rights to claim damages and reimbursement of futile expenses due to the defectiveness of the goods shall be determined in accordance with Section 12 of these Sales Conditions.
- 10.8. Warranty claims are subject to a limitation period of 12 months after delivery of the goods, unless a longer limitation period is stipulated by law.

11. Limitation of liability

- 11.1. Insofar as nothing to the contrary arises from these Sales Conditions, we shall be liable for the breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 11.2. We shall be liable - for whatever legal reason - without limitation for damages and the reimbursement of futile expenses resulting from an intentional or grossly negligent breach of duty by us or one of our legal representatives or vicarious agents.
- 11.3. In the event of a merely simple or slightly negligent breach of duty by us or one of our legal representatives or vicarious agents, we shall only be liable, subject to a lower standard of liability in accordance with statutory provisions (e.g. for due care in our own affairs), if
- a) - however without limitation - for damages based on this/reimbursement of futile expenses resulting from injury to life, body or health;
 - b) for damages/reimbursement of futile expenses resulting from the violation of essential contractual obligations. Essential contractual obligations are those obligations the fulfilment of which is essential for the proper execution of the contract and on the observance of which the customer regularly relies and may rely. In this case, however, our liability shall be limited in amount to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
 - c) The limitations of liability resulting from b) shall not apply if we have fraudulently concealed a defect, given a guarantee for the quality of the goods

or assumed a procurement risk. In addition, any mandatory legal liability, in particular under the Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*), shall remain unaffected.

- d) Contractual penalties and lump-sum damages owed by the customer to third parties in connection with goods delivered by us may - subject to all other conditions - only be claimed as damages if this has been expressly agreed with us or if the customer has informed us of this risk in writing prior to our conclusion of the contract.
 - e) The customer is obliged to notify us immediately in writing of any damage or loss for which we are responsible or to have us record such damage or loss.
 - f) If a damage is attributable both to our fault and to the fault of the customer, the customer must allow his contributory negligence to be taken into account. In particular, it shall be regarded as a predominant fault of the customer if the latter fails to inform us about the risk of unusually high damages.
- 11.4. Contractual and non-contractual claims for damages/claims for reimbursement of futile expenses incurred by the customer due to a defect in the goods shall become statute-barred 12 months after delivery of the goods, unless a longer limitation period is stipulated by law. Claims for damages of the customer according to the Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*), in the cases of the above Sections 12.2 and 12.3. a) and if we have fraudulently concealed the defect, shall become statute-barred exclusively upon expiry of the statutory limitation periods.
- 11.5. Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the liability of our executive bodies, legal representatives, employees, staff and vicarious agents.

12. Secrecy and confidentiality

- 12.1. We reserve all proprietary rights, copyrights and industrial property rights in all documents, materials and other items handed over by us to the customer (e.g. offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, samples, models and other physical and/or electronic documents, information and software). The customer may not make the aforementioned objects accessible or communicate them to third parties, exploit them, duplicate them or change them without our prior written consent, unless this is contrary to mandatory law. He must use them exclusively for the contractual purposes and return them completely to us at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by him in the ordinary course of business and in accordance with statutory storage obligations. At our request, the customer shall confirm to us the completeness of the return and destruction/deletion or state which of the above-mentioned documents, materials or objects he believes he still requires and for what reasons.

- 12.2. The customer undertakes to keep secret all confidential information which has come to his knowledge or becomes known to him in the course of the provision of our services, in particular to avoid any access by third parties to this information and to use it exclusively in the course of the provision of our services. Confidential within the meaning of this obligation is all information which is marked as such or where the confidentiality results from the circumstances. In particular, confidential information is all data, technical, financial information, plans, graphics and work results which become known to the customer in the context of or in preparation of the services to be provided by us or which are or have been compiled by us in the context of the provision of services. The customer shall obligate his employees, unless they are already obliged to do so under their employment contract, to maintain secrecy towards us to the extent as defined herein.
- 12.3. The obligation to maintain secrecy does not apply to confidential information (i) which is already public or generally known at the time the customer becomes aware of it or becomes known without a breach of this confidentiality obligation, (ii) which is handed over to the customer by a third party without a breach of a confidentiality obligation towards us, (iii) which has been developed by the customer independently of the provision of services by us or (iv) if and insofar as the confidential information is to be surrendered due to an enforceable official or court order and the customer has informed us of this and exhausted possible legal remedies immediately after becoming aware of the disclosure obligation.

13. Subcontractors

- 13.1. The involvement of subcontractors by us within the framework of the provision of services requires the prior written consent of the customer. The granting of consent shall be at the discretion of the customer, but cannot be refused for an improper reason.
- 13.2. Even in the event that a subcontractor is commissioned, we shall bear sole responsibility for the proper performance of the agreed services.

14. Miscellaneous

- 14.1. In order to comply with the written form requirement as mentioned in these Sales Conditions, the transmission of an unsigned electronic document, an unsigned e-mail or a transmission by fax shall be sufficient.
- 14.2. Place of performance for services and deliveries performed by us shall be Soest.
- 14.3. The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the business relationship between us and the customer shall be Soest. However, we shall also be entitled to sue the customer at his place of business. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

- 14.4. The contractual relationship shall be exclusively governed by the laws of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 14.5. Should provisions of these Sales Conditions be or become void or ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions.
- 14.6. Wherever these Sales Conditions include English terms after which either in the same provision or elsewhere in these Sales Conditions German terms have been inserted in brackets and/or italics, the respective German terms alone and not the English terms shall be authoritative for the interpretation of the respective provisions.