

KRAHN Chemie Deutschland GmbH
General Terms and Conditions of Sale and Delivery ("GTCSD")

1. In General – Scope of Application – Form Requirement – Assignment

- 1.1. These General Terms and Conditions of Sale and Delivery ("GTCSD") shall apply to all our business relationships to our customers ("**Purchasers**") and shall form an integral part of all our contract offers and contract conclusions. Our GTCSD shall apply to the exclusion of any other terms or conditions; they shall also apply to all future business transactions with the Purchaser. Contrary conditions of the Purchaser or conditions of the Purchaser which deviate from our GTCSD shall not be accepted by us, unless we have given our explicit written consent to their applicability. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Purchaser without reservation in the knowledge of the Purchaser's general terms and conditions.
- 1.2. These GTCSD shall apply only if the Purchaser is an entrepreneur within the meaning of Section 14 of the German Civil Code (*BGB*), a public legal entity or a special fund under public law.
- 1.3. Our GTCSD shall especially apply to contracts about the sale and/or delivery of movable items ("**Goods**"). Unless explicitly otherwise agreed upon, the GTCSD in their version valid at the time of the Purchaser's order or in any case in the version at last notified to the Purchaser in text format shall apply as framework agreement also to future contracts of the same type without any requirement on our part to refer to them in each individual case.
- 1.4. Individual agreements made with the Purchaser in specific cases (including side agreements, amendments and modifications) as well as statements in our order confirmations shall have priority over these GTCSD. Subject to counterevidence, a written contract or our written confirmation (text form sufficient in each case) shall be decisive with respect to the contents of such agreements.
- 1.5. Assignments of claims against us to third parties shall be excluded. Section 354 a of the German Commercial Code (*HGB*) shall remain unaffected.

2. Information – Consultations – Alteration of the Goods

- 2.1. Information and consulting services in connection with our goods and services shall be rendered on the basis of manufacturer specifications and the experience gathered by us up to the time being. To the extent that we render such information or become active in an advisory capacity and such information or consultations do not form a part of the contractually agreed scope of services explicitly owed by us, such information or advice shall be given without charge and under exclusion of any liability.
- 2.2. Subject to an explicit agreement, we furthermore do not assume any obligation concerning the exact compliance with such general values, performance specifications and application possibilities. In particular, our statements made in this respect as well as our descriptions shall not constitute agreed or warranted characteristics or qualities.
- 2.3. Customary deviations as well as deviations based on legal requirements shall be admissible to the extent that they do not affect the usability for the purpose which might have been agreed upon by means of a separate contract.

3. Offers - Conclusion of Contracts

- 3.1. Our offers shall be subject to change and non-binding, unless explicitly marked as binding or submitted together with a specific term of acceptance.

- 3.2. After receipt of the Purchaser's purchase orders, offers or contract orders, a contract shall come into existence only after our written order confirmation (text form shall be sufficient) or our execution of the delivery. Purchase orders, offers or contract orders of the Purchaser which fail to have been confirmed or executed by us within a term of fourteen days shall be deemed to have been refused. In case of discrepancies between our order confirmation and the Purchaser's purchase order, offer or contract order, our order confirmation shall be decisive, unless the Purchaser contradicts our order confirmation within seven working days after its receipt.
- 3.3. The legal relationship between us and the Purchaser shall be governed solely by the purchase contract concluded at least in text form, including these GTSD. Oral statements and confirmations made by us prior to contract conclusion (particularly technical descriptions or other details rendered in offers, prospectuses on the Internet and any other information) shall from a legal point of view be non-binding and oral agreements made between the contract parties shall be superseded by the written contract, unless it can explicitly be learned from them that they continue to be applicable with binding effect.

4. Calculation of the Purchase Price

- 4.1. Unless explicitly indicated otherwise, prices quoted in the EUR currency shall be prices net of the statutory value added tax or other sales or other national taxes in the country of the Purchaser; on the date of invoicing, the statutory amount of the value added tax shall be separately indicated in the invoice; further taxes shall be borne by the Purchaser and will be charged to him additionally by us if necessary.
- 4.2. The calculation of the purchase price shall be based on the quantities, weights or dimensions determined at the place of dispatch.
- 4.3. To the extent that public charges concerning the import or distribution of the Goods are increased or newly introduced between the date of contract conclusion and the delivery date, we shall be entitled to rescind this contract.

5. Payment – Interest for Delay – Exclusion of Set-Off

- 5.1. Unless otherwise stated or agreed on the invoice, the purchase price is payable "net cash" and due upon delivery. Purchase price payments are to be made by bank transfer. Payments shall be deemed to have been made as of the date on which the amount is at our free disposal. The risk of the payment method shall lie with the Purchaser. Other forms of payment shall be subject to a special agreement that must at least be made in text format; costs arising in this context on both sides shall be borne by the Purchaser.
- 5.2. If the Purchaser is in default of payment, we shall be entitled to assert interest of delay at a rate of 9 percentage points above the basis interest rate. We reserve the right to claim further damages as well as a lump-sum compensation in accordance with Section 288 (5) BGB.
- 5.3. In case of justified doubts with respect to the solvency or creditworthiness of the Purchaser, especially in the event of outstanding payments, we shall be entitled to revoke any payment terms which might have been granted by us and to request payment in advance or a provision of securities for further deliveries.
- 5.4. Offsetting with counterclaims other than recognized, undisputed or legally established counterclaims is excluded. Rights of retention can only be asserted against us if they are based on claims from the same contractual relationship or the defense of non-performance of the contract. In the event of defects in the delivery, the Purchaser's counter-rights shall remain unaffected.

6. Delivery

- 6.1. Unless otherwise provided for in the order confirmation, delivery shall be deemed to have been agreed upon according to the "DDP" Incoterm (Incoterm Codes 2020). In other respects, commercial clauses are to be interpreted in accordance with the 2020 Incoterm Codes when in doubt.
- 6.2. If we ourselves are not supplied or not supplied properly for reasons for which we are not responsible although having placed congruent orders with reliable suppliers or because there are disruptions in the supply chain due to force majeure, we shall be released from our obligation to perform and entitled to rescind the contract. In this case, we shall give the Purchaser immediate notice of the non-availability or the delayed availability of the delivery item or the supply and exercise the right of withdrawal. The Purchaser is also entitled to a right of withdrawal as a result of the information. In the event of withdrawal, we shall immediately reimburse any consideration already received. The burden of proving that we may be held responsible for a violation of duty in connection with the procurement of the delivery item shall lie with the Purchaser.
- 6.3. We shall have the right to make partial deliveries if the Purchaser can make use of the partial delivery within the framework of the contractual purpose of use, the delivery of the outstanding goods is secured and the Purchaser does not incur any substantial expenditure or additional costs for this reason (unless we agree to bear such costs).
- 6.4. Short deliveries or excess deliveries up to 10 % of the quantity contractually agreed upon shall be admissible, always provided that the purchase price is adjusted correspondingly.
- 6.5. Time limits and deadlines for goods and services must in any case be regarded as approximate periods or dates, unless a fixed term or date has explicitly been confirmed or agreed upon. If a dispatch has been agreed upon, delivery terms and delivery dates shall refer to the date of transfer to the carrier, freight forwarder or other third party entrusted with transportation services.
- 6.6. In the event that the delivery term agreed upon cannot be observed due to circumstances beyond our control or the control of our suppliers, the term shall be appropriately extended. In this case, the Purchaser shall be given immediate notice. If the impeding circumstances still exist one month after expiry of the delivery term agreed upon, each party shall be entitled to rescind the contract. Further claims against us for having exceeded the delivery term through no fault of our own shall be excluded. Otherwise, the occurrence of our delay in delivery requires a reminder from the purchaser in every case (i.e. also in the case of agreed delivery periods or dates).
- 6.7. Without prejudice to our rights resulting from a default on the part of the Purchaser, we shall be entitled to request the Purchaser to extend delivery and performance periods or to postpone delivery and performance dates by the period during which the Purchaser fails to comply with its contractual obligations towards us.
- 6.8. Mode and route of dispatch and packaging shall be subject to our reasonable discretion, unless precise agreements have been made in this respect.
- 6.9. Unless otherwise agreed upon, our Goods are intended to be processed in the Purchaser's own plant.
- 6.10. We fulfill our take-back obligations under the German Packaging Act via system operators.

7. Delivery Obstacles

- 7.1. In cases of force majeure, i.e. an external, unforeseeable and uncontrollable event that cannot be prevented or averted even with the utmost care (e.g. natural events, war, terror, labor disputes, pandemic and epidemic events, lack of raw materials or energy, operating or traffic delays, acts decreed by public authorities) which prevents or delays the production or dispatch of the Goods or render it uneconomical shall exempt us from our

delivery obligation for the term and to the extent of the disturbance or interruption. If such circumstances continue to exist for a term of more than three months we shall be entitled to rescind the contract.

- 7.2. In the event that our sources of supply become totally or partly unavailable as a result of force majeure, as defined above, we shall not be obliged to purchase from other sub-suppliers. In this case, we shall be entitled to distribute the available quantity of Goods by taking our delivery obligations into account.

8. Quality of the Goods – Samples – Technical Consulting - Applications

- 8.1. Subject to express agreements to the contrary, the quality of the Goods shall exclusively depend upon the product specification of the manufacturer, which was publicly announced by us at the time of conclusion of the contract. Any relevant “identified uses” for the Goods in accordance with the European Chemicals Regulation (REACH Regulation) shall neither constitute an agreement on a corresponding contractual quality of the goods nor – subject to individual and express agreement to the contrary in individual cases – a use assumed under the contract.
- 8.2. Any samples made available by us as well as our technical and chemical data shall provide a general description of the Goods only. They shall not include a quality or service life warranty and shall not release the Purchaser from inspecting each individual delivery.
- 8.3. Warranties shall be assumed within the framework of individual, explicit and written agreements only.
- 8.4. Consultations rendered by us to the best of our knowledge with respect to application technology shall be non-binding and shall not release the Purchaser from inspecting every single delivery as to its suitability for the intended purpose before processing it. The sole responsibility for the use, application and processing of the Goods delivered by us as well as for compliance with applicable safety and security regulations shall lie with the Purchaser.
- 8.5. Unless we have expressly agreed otherwise in writing in advance after examining our risks in individual cases and subject to compliance with all applicable regulations by the Purchaser, the following prohibitions of use shall apply: the Goods sold and/or delivered by us are not intended for the production of (i) medical devices, implants or in-vitro diagnostics; (ii) biocides; (iii) plant protection agents; (iv) medicinal products for human and veterinary use; (v) foodstuffs and animal feed; (vi) cosmetics; (vii) weapons or other items which serve to kill or cause harm to human beings, (viii) aircraft or spacecraft and (ix) items with safety-critical applications where the possible failure of the Goods supplied by us endangers the life or health of human beings.
- 8.6. Unless otherwise agreed in individual cases, the Purchaser shall be responsible for compliance with statutory and official regulations regarding import, transportation, storage and use of the Goods. This also includes the regular, successful implementation of all necessary training courses regarding the handling and use of the Goods (in particular but not limited to such training courses as are required under the REACH Regulation).

9. Notices of Defects

- 9.1. The Goods delivered by us shall be carefully inspected immediately after their delivery to the Purchaser or the third person designated by the latter – especially, however, prior to an immediate mixing, blending or processing, if any. With respect to apparent or other defects able to be detected in the course of an immediate careful inspection, they shall be deemed to have been accepted by the Purchaser, unless we receive a written notice of defects (text format shall be sufficient) within seven working days after delivery. With respect to other defects, the delivered items shall be deemed to have been accepted by the Purchaser, unless we receive a notice of defects within seven working days after the time when the defect became apparent; in the event, however, that

the defect would have had been able to be detected by the Purchaser during normal use already at an earlier point of time, this earlier point of time shall be decisive for the commencement of the period for lodging a notice of defect. This shall also apply if the Purchaser is a businessman within the meaning of Section 14 of the German Civil Code (*BGB*) and the order is placed in the exercise of a commercial or self-employed professional activity.

- 9.2. In case of partial deliveries, clause 9.1 shall apply with respect to each individual partial quantity.
- 9.3. The written (text format shall be sufficient) notice of defect of the Purchaser must include an exact description of the type and extent of the defect.
- 9.4. A notice of defect shall not entitle the Purchaser to retain due payments or to refuse acceptance of other deliveries.
- 9.5. If the Purchaser fails to carry out the proper inspection and/or report defects in accordance with the above principles, our liability and our warranty for the defect not reported or not reported in good time or not reported properly shall be excluded. In the case of Goods intended for installation, further processing, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, in particular, the Purchaser shall have no claims for reimbursement of the corresponding costs.

10. Rights of the Purchaser in the Event of Defects, Limitation Period

- 10.1. We shall be liable for material defects of the Goods to the exclusion of further claims – subject to the following clause 11 – as follows:
 - 10.1.1. Insofar as a quality of the Goods has been agreed, objective requirements for the Goods shall not apply in this respect.
 - 10.1.2. Goods which prove to be defective as a result of a circumstance prior to the transfer of risk shall, in the event of proper inspection and notification of defects, be rectified or replaced free of defects at our discretion; replaced goods shall become our property. However, we shall be entitled to make the subsequent performance to be rendered by us dependent on the Purchaser paying the purchase price due. However, the Purchaser shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
 - 10.1.3. The Purchaser must give us the necessary time and opportunity to carry out all rectifications and replacement deliveries that we deem necessary after appropriate consultation; otherwise we shall be released from liability for the resulting consequences.
 - 10.1.4. The right of the Purchaser to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us shall only exist in urgent cases of danger to his operational safety or to prevent disproportionately large damage; we must be notified immediately in such cases.
 - 10.1.5. Insofar as the complaint is justified, we shall bear the expenses necessary for the purpose of subsequent performance, provided that this does not result in a disproportionate burden. Insofar as the expenses increase due to the fact that the Purchaser has taken the Goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by the Purchaser. In the case of the sale of a newly manufactured item, we shall also reimburse the expenses incurred by the Purchaser within the scope of recourse claims in the supply chain to the extent of our obligations which cannot be waived by law. However, we may demand reimbursement from the Purchaser of costs incurred due to an unjustified request to remedy a defect in the event that the Purchaser knew or could have recognized that there was in fact no defect.

- 10.1.6. Within the framework of the statutory provisions, the Purchaser has the right to withdraw from the contract if we – taking into account the statutory exceptions – allow a reasonable deadline set for us for the rectification or replacement delivery due to a material defect to expire without success. If there is only an insignificant defect, the Purchaser shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.
- 10.1.7. Further claims shall be determined exclusively in accordance with clause 11 of these Terms and Conditions. In particular, we accept no liability for unsuitable or improper use or storage by the Purchaser or third parties for which we are not responsible, or for faulty or negligent handling.
- 10.1.8. If the Purchaser or a third party carries out improper rectifications, we accept no liability for the resulting consequences.
- 10.2. We shall be liable for defects in title of the Goods to the exclusion of further claims – subject to the following clause 11 – as follows:
- 10.2.1. We assume no warranty that the Goods are free from patents or other industrial property rights of third parties. However, if the intended use of the Goods leads to an infringement of industrial property rights or copyrights, we shall, at our discretion and at our expense, procure the right to further use or corresponding Goods for the Purchaser without the risk of infringement of industrial property rights or copyrights when used as intended. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to withdraw from the contract. We are also entitled to withdraw from the contract under the aforementioned conditions.
- 10.2.2. Our obligations set out in clause 10.2.1. are, subject to clause 11 below, conclusive in the event of an infringement of intellectual property rights or copyright. They shall only apply if:
- the Purchaser informs us immediately of any asserted infringements of industrial property rights or copyrights,
 - the Purchaser supports us to a reasonable extent in the defense against the asserted claims,
 - all defensive measures, including out-of-court settlements remain available to us,
 - the defect of title is not based on an instruction of the Purchaser or is otherwise attributable to the Purchaser and
 - the infringement was not caused by the fact that the Purchaser modified the Goods without authorization or used them in a manner not in accordance with the contract.
- 10.3. The rights of the Purchaser arising from any guarantees given separately by us remain unaffected.
- 10.4. Claims by the Purchaser for reimbursement of expenses are excluded, unless the last contract in the supply chain is a consumer goods purchase or a consumer contract for the provision of digital products. Furthermore, in the event of any recourse by the entrepreneur (Section 445a BGB), it shall be assumed that there were no defects at the time of the transfer of risk to the Purchaser if the Purchaser has or should have duly inspected the Goods but has not reported any defects, unless this assumption is incompatible with the nature of the item or the defect.
- 10.5. If the Purchaser asserts recourse claims, he must allow himself to be treated vis-à-vis us as if he had implemented all legally permissible contractual options vis-à-vis his contractual partner (e.g. refusal of subsequent performance due to disproportionality or limitation of the reimbursement of expenses to a reasonable amount).
- 10.6. The warranty period shall be one year from delivery of the Goods, in deviation from Section 438 para. 1 no. 3 BGB, unless mandatory statutory provisions provide for a longer limitation period; this shall also apply to the limitation period for recourse claims in the supply chain. The suspension of the limitation period pursuant to Section 445b para. 2 BGB remains unaffected; it ends at the latest five years after the time at which we have

delivered the Goods to the Purchaser. These provisions on the limitation period for recourse claims and the suspension of expiry shall not apply if the last contract in this supply chain is a purchase of consumer goods.

In accordance with the statutory provisions, the limitation period is 5 years from delivery (Sections 438 para. 1 no. 2 BGB) in the event that the Goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material). This applies subject to the other special statutory provisions on the limitation period (in particular Section 438 para. 1 No. 1, para. 3, Sections 444, 445b BGB).

- 10.7. The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect of the Goods, unless the application of the regular statutory limitation period pursuant to Sections 195, 199 BGB would lead to a shorter limitation period in individual cases. The Purchaser's claims for damages pursuant to clauses 11.1 and 11.7 as well as those pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.
- 10.8. In the case of Goods that have been sold as off-specification goods (secondary goods, "off-grade", TEL QUEL, OFF SPEC or similar), the Purchaser shall not be entitled to any warranty rights due to a material defect.

11. Liability

- 11.1. To the extent that the question of culpability is relevant in the respective context, our liability for compensation of damages shall - irrespective of the legal ground - be limited according to the provisions in this clause 11.
- 11.2. We shall not be liable in case of simple negligence of our bodies, legal representatives, employees or other persons employed in the performance of our obligations, unless significant contractual duties have been violated. Significant duties shall especially include those obligations the fulfilment of which is a precondition for the proper implementation of the contract and the compliance of which is and may regularly be relied on by the Purchaser.
- 11.3. To the extent that we are liable for damages on the merits according to clause 11.2, such liability shall be limited to the loss or damage which was at the time of contract conclusion foreseen by us as possible consequence of an infringement or ought to have been foreseen by us when applying due care and diligence. Moreover, an indirect loss or damage or a consequential loss resulting from defects of the subject matter of the delivery shall only be subject to compensation to the extent that such loss or damage can typically be expected when using the delivered item in conformity with its intended purpose.
- 11.4. In the event of a liability for simple negligence, our compensation duty shall in case of material damage and financial losses be limited to EUR 5 million per claim, even if significant duties were infringed.
- 11.5. The preceding liability exclusions and restrictions shall to the same extent apply to the favor of our bodies, legal representatives, employees and other persons employed in the performance of our obligations.
- 11.6. To the extent that we render application-related consulting services and the respective information or consultation does not belong to the contractual scope of services explicitly owed by us, such services shall be rendered without charge and under exclusion of any liability.
- 11.7. The restrictions set forth in this clause 11 shall not apply to a liability on our part due to intentional behavior (in particular in the event of fraudulent concealment of a defect), warranted characteristics, due to injury to life body and health or according to the Product Liability Act.

12. Export Control

- 12.1. We are subject to strict compliance with international sanctions and export control regulations. These regulations include, but are not limited to, trade restrictions and financial sanctions adopted by the United Nations Security Council or enforced by regulations of the European Union (EU), the United States of America (USA) or any other national or regional organization under whose jurisdiction we operate, including our affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (AktG) and employees, wherever these are located (hereinafter: **Export Control Regulations**).
- 12.2. The Purchaser shall comply with the export control regulations. In particular, the Purchaser is obliged to refrain from doing business with persons, organizations or institutions that are on a sanctions list in accordance with EC-Regulations or US Export Regulations or that contradict the currently applicable legal provisions, business with embargoed countries that are prohibited, business for which the necessary approval has not been obtained and business that could be carried out in connection with NBC weapons or military end use.
- 12.3. The Purchaser shall inform us in advance and provide us with all information (including the final destination) necessary for us to comply with export control regulations, in particular if our Goods or other Services are ordered for use in connection with
- a country or territory, natural person or legal entity that is subject to restrictions or prohibitions under EU, US or other applicable export control and sanctions regulations, or
 - the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and delivery systems therefor.
- 12.4. The Purchaser shall provide us with all information required for an export license for the approval process at the Federal Office of Economics and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle, BAFA) upon request.
- 12.5. The fulfillment of the contractual obligations by us is subject to the proviso that the applicable export control regulations do not conflict with this. In such a case, we shall in particular be entitled to change even confirmed orders or to revoke the confirmation as well as to refuse or withhold performance of the contract without any liability to the Purchaser or to withdraw from the contract.
- 12.6. If the Purchaser breaches one of the above obligations, we shall be entitled to withdraw from the contract. The assertion of any further claims, in particular claims for damages, shall remain unaffected.

13. Confidentiality / Data Protection

- 13.1. Always provided that it has not otherwise explicitly agreed upon in writing with the Purchaser, the information submitted to us together with a purchase order shall not be regarded as confidential information, unless the confidentiality is obvious.
- 13.2. We draw attention to the fact that we will store data (also personal data) concerning the contractual relationship for data processing purposes and reserve the right to forward the data to third parties (e.g. insurance companies) if this is necessary for contract fulfilment. In no case, however, we will make use of such data outside of our company or sell or otherwise disclose them to third parties.
- 13.3. With regard to data protection, attention is also drawn to the following:
- Contact data:** We, KRAHN Chemie Deutschland GmbH (address and contact data follow below) shall be the controller in terms of data protection law. Our data protection officer shall be available under the contact data indicated above and under the e-mail-address dataprotection@krahn.eu.

Purpose of processing and legal basis: As a contractual precondition for delivery, the Purchaser may be bound to provide us with personal data (hereinafter called "Data"). Such Data shall be processed by us for the purpose of contract conclusion and implementation (inclusive of legal prosecution and claim collection purposes) on the basis of the provisions of the data protection law (in particular Art. 6 paragraph 1 b) of the GDPR). In addition, we shall process the Data on the basis of data protection law provisions for the protection of our legitimate interests (in particular Art. 6 paragraph 1 f) of the GDPR). The legitimate interests in this context shall – according to the following regulations – focus on the prevention of bad debt losses by third parties or by us as well as in the transmission of information on goods and services to the Purchaser.

Data categories: We shall process the following categories of Data: master data (such as e.g. company name, where appropriate contact person, address), communication data, contract data, claims data, where appropriate information on payments and defaults.

Third recipients: Always provided that the relevant regulations are complied with, Data may be forwarded to credit agencies in order to avoid bad debt losses by third parties or by us, e.g. in order to collect probability values concerning bad debt losses or in order to forward information on undisputed claims or claims determined with legal effect in connection with which the Purchaser is in default of payment. The credit agencies also store the Data transmitted to them in order to make them available to their contract partners for an assessment of the risk of non-payment of receivables. In this context, however, Data will only be made available if and when the contract partners maintaining a relationship to the credit agency can show a legitimate interest in the transmission of the Data. For debtor search purposes, the credit agency may forward address data. The Purchaser may obtain information on the Data stored about it from the credit agency. In case of debt collection, Data may be transmitted to the following categories of recipients if this is necessary for collecting the claim: assignees, credit agencies, collection agencies, third-party debtors, residents' registration offices, courts, court bailiffs, attorneys at law.

Information on goods and services: In compliance with data protection law regulations (in particular Art. 6 paragraph 1 f) of the GDPR), we shall make use of Data in order to inform the Purchaser about our other goods and services, if appropriate by mail or – by observing Section 7 paragraph 3 of the German Act on Unfair Competition (UWG) – by electronic means.

Data retention period: We shall delete the Data immediately if and when we are obliged to do so, especially if we are no longer in need of the Data for the purposes for which they were collected and there are no contradicting retention obligations. Irrespective of that, however, inspections whether a deletion of Data is possible shall take place in intervals of three years.

Rights of objection: The Purchaser may at any time raise objections against data processing for the purpose mentioned under "Information on goods and services" by giving us notice to this effect. Irrespective thereof, the data subject shall be entitled to execute a right of objection according to Art. 13 paragraph 2 b) or Art. 14 paragraph 2 c) in conjunction with Art. 21 of the GDPR against data processing according to Art. 6 paragraph 1 f) of the GDPR. The objection can be addressed to our data protection officer (see contact details above) or to us (see contact details at the end).

Other rights of data subjects: The data subject shall hold the following rights according to existing statutory regulations (especially the GDPR, German Federal Data Protection Act): right of information, correction, deletion, limitation of processing and right of data portability. In addition, the data subject shall be entitled to lodge a complaint against the processing of data relating to his/her person with the supervisory authority. The address of our competent supervisory authority is: Der Hamburgische Beauftragte für Datenschutz und Informationsfreiheit (The Officer for Data Protection and Freedom of Information of Hamburg), Ludwig-Erhard-

Str. 22, 20459 Hamburg, phone 040 42854 -4040, fax 040 42854 -4000, e-mail: mailbox@datenschutz.hamburg.de, homepage: www.datenschutz-hamburg.de.

- 13.4. If we provide the Purchaser with personal data of our employees (hereinafter “**Personal Data**”) in the course of the performance of a contract or the business relationship or if the Purchaser obtains knowledge of this Personal Data in any other way, the following provisions shall apply:

Purpose of processing: Personal Data disclosed in the aforementioned manner and not processed on our behalf may only be processed by the Purchaser for the performance of the contract and may not – except where permitted by law – be processed in any other way, in particular disclosed to third parties and/or analyzed for our own purposes and/or used to create profiles.

Further processing and disclosure: The Purchaser may only further process the Personal Data, in particular disclose it to its group companies for the performance of the relevant contract, insofar as this is permitted by law.

Handling obligations: The Purchaser shall ensure that the Personal Data is only made accessible to those employees of the Purchaser who are deployed for the performance of the relevant contract and only to the extent necessary for the performance of this contract (need-to-know principle). The Purchaser shall structure its internal organization in such a way that it meets the requirements of the applicable data protection law, in particular by taking technical and organizational measures to adequately secure the Personal Data against misuse and loss. The Purchaser shall not acquire any rights to the Personal Data and shall be obliged to rectify, erase and/or restrict the processing of the Personal Data at any time subject to the statutory requirements. Rights of retention in relation to Personal Data are excluded.

In addition to its statutory obligations, the Purchaser shall inform us immediately, at the latest within 24 hours, of any breach of the protection of Personal Data, in particular in the event of loss. Upon termination of the relevant contract, the Purchaser shall delete the Personal Data, including all copies made, in accordance with the statutory provisions.

14. **Title Reservation**

- 14.1. Title to the delivered Goods shall be reserved until all our claims against the Purchaser arising from the business relationship, inclusive of claims arising in future from contracts concluded simultaneously or at a later time, have been settled. This shall also apply if claims have been included in a current account and the balance has been drawn and recognized. The Goods as well as the reserved goods taking their place according to the following provisions shall hereinafter be referred to as “Reserved Goods”.
- 14.2. The Purchaser shall be entitled to resell and/or process Reserved Goods in the ordinary course of its business. Processing works, if any, shall be carried out by it for us without any obligations arising for us in this context. If Reserved Goods are processed together with or are combined or blended with other products, we shall automatically become entitled to a joint ownership share in the new item, viz. in case of a processing of Reserved Goods to a share in the proportion of the value (= gross invoice value including subsidiary costs and taxes) of the Reserved Goods to the value of the other products. In order to provide a security for the case that this ownership acquisition fails to take place, the Purchaser already now assigns its future ownership or – in the aforementioned proportion – its joint ownership in the new item to us.
- 14.3. As a security, the Purchaser hereby assigns to us any and all claims it is entitled to towards a purchaser or a third party due to a resale of the Reserved Goods – in case that we hold a share in the Reserved Goods, pro rata according to such joint ownership share. The same shall apply to other claims taking the place of the Reserved

Goods or otherwise arising with respect to the Reserved Goods, such as e.g. insurance claims or claims arising from unlawful acts in case of loss or destruction. The assignments are hereby accepted by us. Until revoked, the Purchaser shall continue to be entitled to collect such claims also after an assignment. Our right to collect the claims ourselves shall remain unaffected, but we shall not make use of this right as long as the Purchaser properly complies with its payment duties and other obligations. Upon request, the Purchaser shall be obliged to inform us about the assigned claims and the respective debtors, to submit us all information required for collection, to surrender the documents relating thereto and to give the debtors notice of the assignment. We shall have the right to give our own notice of the assignment to the Purchaser's debtors.

- 14.4. In the event of a behavior of the Purchaser in breach of the contract, particularly in case of a default in payment, we shall be entitled to rescind the contract and the Purchaser shall be obliged to surrender the Reserved Goods to us ("Enforcement Event"). In an Enforcement Event, the Purchaser shall irrevocably grant us unobstructed access to its business and storage premises in order to take possession of the Reserved Goods. At first request on our part, the Purchaser shall also provide us with any and all necessary information and documents concerning the existence of Reserved Goods and assigned claims and to give its customers immediate notice of the assignment of claims. In this case, we are also entitled to revoke the Purchaser's authorization to resell and process the Reserved Goods.
- 14.5. To the extent that and as long as there is a title reservation, the Purchaser shall without our consent not be permitted to transfer Reserved Goods or items made of such Reserved Goods by way of security or to pledge them. Conclusions of financing agreements providing for a transfer of our title reservation rights shall be subject to our prior written consent, unless such contract obliges the financing institute to pay the purchase price portion we are entitled to directly to us.
- 14.6. The Purchaser shall be obliged to keep the Reserved Goods in custody at its own expense and with the due diligence of a prudent businessman and to insure them against the customary storage risks. In particular, the Reserved Goods must be marked as our property and stored separately from other goods. If third parties have access to our Reserved Goods, in particular by seizure, the Purchaser shall immediately inform the third party of our ownership and inform us of this in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse the Purchaser for the judicial or extrajudicial costs incurred in this connection, the Purchaser shall be liable to us for such costs.
- 14.7. We undertake to release the securities we are entitled to according to this clause 14 upon request of the Purchaser and according to its choice to the extent that the realizable value of the securities exceeds the claims to be secured by more than 20 % or their nominal value by more than 50 %.
- 14.8. In the event that the title reservation fails to be effective according to the law of the state where the delivered Goods are located, the Purchaser shall upon our request provide another equivalent security. If the Purchaser fails to come up to this requirement, we shall be entitled to request immediate payment of any and all outstanding invoices without taking the payment terms agreed upon into account.

15. Final Provisions

- 15.1. Place of performance for all obligations arising from the contractual relationship shall be the place of our registered office.
- 15.2. In the event that the Purchaser is an entrepreneur, a public legal entity or a special fund under public law or if the Purchaser has no general place of jurisdiction within Germany, the place of jurisdiction for any disputes arising from the business relationship between us and the Purchaser shall, at our option, be the place of our registered



office or of the Purchaser's registered office. Place of jurisdiction for any legal action taken against us, however, shall in these cases exclusively be the place of our registered office. Mandatory statutory provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.

- 15.3. The applicable law shall exclusively be the law of the Federal Republic of Germany under exclusion of the UN sales law (CISG) and the referral regulations under German International Private Law.
- 15.4. An ineffectiveness of individual provisions in our GTCSD shall not affect the validity of such GTCSD as a whole. If the contract or these GTCSD include regulatory gaps, these gaps shall be deemed to be filled by such legally effective provisions the contract parties would have had agreed upon in line with the economic goals of the contract and the purpose of these GTCSD had they been aware of such regulatory gap.

Hamburg, February 2025

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