

KRAHN Chemie Deutschland GmbH

General Terms and Conditions of Sale and Delivery ("GTCSD")

1. In General – Scope of Application – Written 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.
- 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) shall have priority over these GTCSD. Subject to counterevidence, a written contract or our written confirmation 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 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

- 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. With respect to the legal relationship between us and the Purchaser, the written purchase contract inclusive of these GTCSO shall be exclusively decisive. 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; on the date of invoicing, the statutory amount of the value added tax shall be separately indicated in the invoice.
- 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. The purchase price shall be payable "net cash" and become due upon delivery. The purchase price must be paid in cash or by remittance. 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. The assertion of additional damage or loss shall be reserved.

- 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. Bills of exchange or checks shall be accepted on account of payment only. Bank charges, exchange costs etc. shall be borne by the Purchaser.
- 5.5. A set-off against counterclaims other than those based on recognized and undisputed claims and claims determined with legal effect as well as the exercise of rights to refuse performance or rights of retention shall be excluded.

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 2010).
- 6.2. In the event that we on our part fail to receive supplies although having placed congruent orders with reliable suppliers, 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. 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. If „prompt“ has been agreed upon as delivery date, the delivery term shall amount to 14 calendar days.
- 6.7. 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.

- 6.8. 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.
- 6.9. Mode and route of dispatch and packaging shall be subject to our reasonable discretion, unless precise agreements have been made in this respect.
- 6.10. Unless otherwise agreed upon, our Goods are intended to be processed in the Purchaser's own plant.

7. Delivery Obstacles

War, strikes, lockouts, lack of raw materials or energy, operating or traffic delays, acts decreed by public authorities as well as any other circumstances of force majeure which prevent or delay 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. 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. The quality of the Goods shall exclusively depend upon the product specification of the manufacturer.
- 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 explicitly indicated otherwise by the Purchaser on a case-by-case basis prior to contract conclusion, we shall proceed from the assumption that the products sold and/or delivered by us are not intended for the production of (i) medical devices according to Regulation (EU) 2017/745, especially implants; (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.

9. Notices of Defects – Claims for 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 complaint. 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) complaint of the Purchaser must include an exact description of the type and extent of the defect.
- 9.4. A complaint shall not entitle the Purchaser to retain due payments or to refuse acceptance of other deliveries.
- 9.5. In case of justified complaints submitted in due time, the Purchaser's claims for defects shall initially be limited to the right to request subsequent performance.
- 9.6. Within the framework of subsequent performance, we shall be entitled to choose between new delivery and subsequent improvement. If there is actually a defect, the costs for subsequent improvement, especially transportation costs, road costs, labor costs and costs of materials, shall be borne by us to the extent provided for by law. Otherwise, we shall be entitled to request the Purchaser to reimburse the costs incurred by us due to the unjustified request for defect elimination (especially inspection and transportation costs), unless the lack of defects was not detectable for the Purchaser. Our right to refuse subsequent performance according to statutory provisions shall remain unaffected.
- 9.7. If our subsequent performance fails to be successful, the Purchaser shall be entitled to reduce the purchase price or, at its discretion, to rescind the contract. Claims for damages according to clause 10 shall remain unaffected.
- 9.8. In case of an entrepreneurial recourse (Section 445a of the German Civil Code (*BGB*)), if any, it shall be assumed that there were no defects at the time of the transfer of risk to the Purchaser if the Purchaser performed or ought to have performed a proper inspection according to clauses 9.1 through 9.3 and did not give notice of any defects, unless such assumption is incompatible with the nature of the item or defect.

- 9.9. In the event that the Purchaser asserts recourse claims it must allow itself to be treated towards us as if it had implemented any and all contractual possibilities towards its contract partner which were admissible by virtue of law (e.g. refusal of subsequent performance for reasons of disproportionality or limitation of the reimbursement of expenses to a reasonable amount).
- 9.10. The warranty period shall amount to one year after delivery of the item, unless mandatory statutory provisions require a longer period of limitation.
- 9.11. We do not warrant that the product is free of patents or other industrial property rights of third parties.
- 9.12. In case of Goods which, as agreed, have been sold as TEL QUEL, OFF SPEC or the like, the Purchaser shall not have any warranty rights due to a material defect.

10. Liability

- 10.1. 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 10.
- 10.2. 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.
- 10.3. To the extent that we are liable for damages on the merits according to clause 10.2, 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.

10.7. The restrictions set forth in this clause 10 shall not apply to a liability on our part due to intentional behavior, warranted characteristics, due to injury to life body and health or according to the product liability act.

11. Confidentiality / Data Protection

11.1. 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.

11.2. 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.

11.3. 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 data protection law provisions (as from 05/25/2018, especially on the basis of Art. 6 paragraph 1 b) of the GDPR). In addition, we shall process the Date on the basis of data protection law provisions for the protection of our legitimate interests (as from 05/25/2018 especially 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 products: In compliance with data protection law regulations (as from 05/25/2018 especially 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 products" by giving us notice to this effect. Irrespective thereof, the data subject shall as from 05/25/2018 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.

Other rights of data subjects: As from 05/25/2018, the data subject shall hold the following rights according to existing statutory regulations (especially the GDPR): 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. Until 05/25/2018, the rights of information, correction, deletion and complaint held by the data subject shall be based on the German Federal Data Protection Act (*BDSG*). 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), Kurt-Schumacher-Allee 4, 20097 Hamburg, phone 040 42854 -4040, fax 040 42854 -4000, e-mail: mailbox@datenschutz.hamburg.de, homepage: www.datenschutz-hamburg.de.

12. Title Reservation

- 12.1. 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".
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. We undertake to release the securities we are entitled to according to this clause 12 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 %.



- 12.8. 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.

13. Final Provisions

- 13.1. Place of performance for all obligations arising from the contractual relationship shall be the place of our registered office.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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, June 2018

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