

# GENERAL TERMS AND CONDITIONS OF BUSINESS

## of M. Dohmen GmbH, Korschenbroich

### I. Scope

- (1) Our deliveries, services and quotes are based solely on these general terms and conditions of business unless otherwise expressly agreed in writing. They also apply to future business relations, even if this has not been expressly agreed at the time.
- (2) The business terms and conditions of the client or third parties shall not apply, even if we do not specifically contradict their validity in individual cases.

### II. Entering into the contract

- (1) Our quotes are subject to change and non-binding, unless otherwise specified. The contract shall enter into force upon the issue of our order confirmation or immediate performance of the order.
- (2) We reserve all property rights and copyrights to illustrations, drawings, calculations and any other documents. They must not be made accessible to third parties without our express consent.
- (3) The information given in brochures, samples, catalogues, price lists and similar documents, particularly weight, dimension, performance and price, are non-binding.
- (4) After reasonably taking into account the interests of the purchaser, we are entitled to make changes to the technical structure and the chemical composition of the products.

### III. Prices

- (1) Unless otherwise agreed, our prices are quoted net, ex works and excluding value added tax.
- (2) Unless otherwise stated in the order confirmation, the price shall be due for payment within 30 days after receipt of the invoice. If the above payment deadline lapses, the contractual partner shall be in default, without this requiring a reminder.
- (3) The contractual partner is only entitled to rights to offset or retention rights to the extent that the claim is legally established or uncontested.
- (4) The invoice shall be based on the prices stated in the order confirmation plus statutory value added tax.
- (5) Any discounts require a separate arrangement.
- (6) We are entitled to demand prepayment or advanced payment for pending deliveries and services if we become aware of circumstances that are likely to significantly diminish the creditworthiness of the client or that may jeopardise the payment of our claims.

### IV. Delivery

- (1) Delivery is carried out net ex works.
- (2) The method of dispatch shall be chosen by us after reasonably taking into account the interests of the client.
- (3) The risk for the destruction, loss or damage of the goods shall transfer to the person responsible for the shipment upon dispatch of the goods, or to the purchaser as soon as the purchaser is notified that the goods are available if they are to be picked up. This also applies to freight-free delivery.
- (4) Proposed deadlines and dates for deliveries and services shall only be approximate, unless a fixed deadline or date has been expressly agreed. In each case, the start of the deadline or compliance with the date is subject to clarification of all technical questions as well as the timely and proper fulfilment of the obligations of the client.
- (5) Unless we are responsible, we shall not be liable for the inability to deliver or for delayed deliveries if this is due to force majeure or other circumstances unforeseeable at the time the order was confirmed (including breakdowns of any kind, difficulties in procuring materials or energy, late delivery or non-delivery from suppliers, lack of manpower, strikes, lockouts, difficulties in procuring transportation, traffic disruptions, official measures). In these cases, we shall immediately inform the client and, if delivery has not become impossible, disclose the expected new delivery time. If the delivery is also not possible within the new deadline as a result of the circumstances above, we are entitled to withdraw

from the contract. Any considerations already provided shall be reimbursed.

- (6) Partial deliveries that are considered reasonable by the purchaser shall be permissible. Deliveries are generally carried out in standard packaging.
- (7) The client shall promptly return any loaned packaging at its own expense. Costs for loss or damage of loaned packaging shall be borne by the client if it is responsible therefor. Loaned packaging must not be used for any other purposes or for storing other products. They are only for transporting the delivered goods. Labels must not be removed.
- (8) If the client is delayed in accepting the deliveries, we are entitled to invoice the storage costs at normal local prices.

### V. Retention of title

- (1) The delivered goods shall remain our property until the payment has been made in full.
- (2) During ongoing business relations, we retain the title to the goods we deliver until all, including future claims from the business relations have been satisfied in full.
- (3) The client is obliged to store the reserved goods carefully and to insure them against loss and damage at its own expense. It hereby assigns to us its claims from the insurance policies in advance by way of security.
- (4) In case of a default of payment, we are entitled to demand the release of the goods that are in the client's possession at the client's expense, even without exercising the right of withdrawal.
- (5) As part of ordinary business operations, the client shall have the revocable right to resell the goods that we deliver. The goods we deliver must not be pledged or used as collateral. The client hereby assigns to us its claims from the resale of the goods we deliver. We as well as the client shall remain entitled to collect the claims. The authorisation shall cease as soon as the client is at risk of being or becoming unable to pay, has excessive debts, insolvency proceedings regarding its assets have been filed, opened or dismissed due to a lack of assets or the assets have significantly deteriorated.
- (6) If the goods we deliver are processed, this shall be carried out on our behalf and for our account as the manufacturer. We shall immediately acquire ownership of the new, manufactured item. If the processing is carried out with other materials, we shall acquire partial ownership at a ratio of the invoice value of the delivered goods to the value of the other materials and the value of the modification. The client hereby assigns to us all claims from reselling such goods to the extent of the share of ownership of the sold goods. The provisions in the paragraph above shall also apply. The same shall apply in case products are connected or mixed.
- (7) If the client connects or mixes the delivered goods with a main product of third parties in exchange for payment, the client hereby assigns to us its remuneration claims against the third party up to the invoice value of the delivered goods by way of security.

### VI. Claims for defects, liability

- (1) Complaints with regard to quality or quantity must be submitted to us immediately, or at the latest seven days after receiving the goods, stating the invoice number, product name and batch number.
- (2) Rejected goods may only be returned with our express approval.
- (3) Material defects that cannot be identified even upon careful inspection within this time period are to be reported in writing - with immediate cessation of any processing or reprocessing - as soon as they are discovered, at the latest before the limitation period expires.
- (4) If the complaints have been reported in a timely manner and are justified, we are entitled to subsequent performance within a reasonable time period. We can choose either to repair the defect or to deliver a defect-free product.

- (5) Any claims for defects shall lapse within one year.
- (6) We are only liable for damages that are caused by intentional or grossly negligent conduct as well as for injury to life, limb or health, failure to provide a guaranteed quality, malice and in cases of mandatory statutory liability under product liability law. The same shall apply in case of violation of significant contractual obligations (obligations without which proper fulfilment of the contract would not be possible and the compliance of which the contractual partner regularly relies on or expects), if achieving the contractual purpose is at risk and only for foreseeable obligations typical for the contract.

**VI. Consultations for application technology**

- (1) We provide consultations for application technology to the best of our knowledge. All details and information about the suitability and application of the products shall not release the client from carrying out its own checks and trials with regard to the suitability of the products for the intended procedures and purposes.
- (2) Furthermore, the client must observe the specifications in the safety data sheet for handling with the delivered substances and their areas of use.
- (3) If the client wants to use the delivered goods for purposes other than those discussed or agreed, this shall be at the client's own risk. We shall not be liable in this case.

**VII. Place of fulfilment and jurisdiction**

- (1) The place of fulfilment and jurisdiction is Korschenbroich.
- (2) The contract and all resulting legal relationships are subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

**IX. Severability clause**

If one or several clauses are ineffective, this shall not affect the validity of the other provisions and the contract.