

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY of the ADDCON Group

1.0 Scope

- 1.1 All deliveries and related services as well as offers of ADDCON GmbH and its subsidiaries located in Germany (hereinafter referred to as "**ADDCON**") shall be exclusively subject to these Terms and Conditions of Sale and Delivery ("**Terms**"), unless otherwise agreed in writing in individual cases. These Terms shall apply to all present and future business relations, deliveries and services vis-à-vis entrepreneurs within the meaning of § 14 German Civil Code ("BGB"), legal entities under public law or special funds under public law.
- 1.2. These Terms shall apply exclusively. Terms and conditions of the Buyer/contractual partner or third parties shall not apply, even if their validity is not separately objected to. Even if ADDCON refers to a letter containing or referring to terms and conditions of the Buyer or a third party, this shall not constitute an agreement with the validity of those terms and conditions.
- 1.3 Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these Terms. For the content of such agreements - subject to proof to the contrary - a written contract or the written confirmation by ADDCON shall be decisive.
- 1.4 Legally relevant declarations and notifications to be made by the Buyer to ADDCON after conclusion of the contract (e.g. notifications of defects, setting of deadlines, cancellation of contract or reduction of payments) must be in writing in order to be effective.
- 1.5 Rights to which ADDCON is entitled according to statutory provisions or according to other agreements beyond these Terms shall remain unaffected. References to the applicability of statutory provisions are for purposes of clarification only. Therefore, unless they are directly modified or explicitly excluded in these Terms, statutory provisions shall apply even in the absence of such clarification.

2.0 Offer and conclusion of contract; General

- 2.1 All offers of ADDCON are subject to change and non-binding, unless they are expressly labeled as binding or contain a certain term for acceptance.
- 2.2 The contract shall be concluded - in the absence of a special agreement - by the Buyer's order (offer) and the written order confirmation (acceptance) by ADDCON, at the latest, however, with the delivery of the goods to the Buyer. If this acceptance deviates from the order, this shall be considered as a new non-binding offer by ADDCON.

An order confirmation made digitally and sent by fax or e-mail shall be deemed to be in writing, even if a signature is missing. If ADDCON can prove by submission of a transmission report that it has sent a declaration by fax or e-mail, it shall be presumed that the Buyer has received the declaration.

- 2.3 The legal relationship between ADDCON and the Buyer shall be governed by the written contract of sale, including these Terms, subject to Clause 1.3. Oral covenants of ADDCON prior to the conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced and superseded by the written contract, unless it is expressly stated in each case that they shall continue as legally binding.
- 2.4 Supplements and amendments to the contract made must be in writing in order to be effective - subject to Clause 1.3. Transmission by telecommunication shall be sufficient to comply with the written form

requirement (this shall include, in particular, transmission by fax or e-mail, provided that a copy of the signed declaration is transmitted).

- 2.5 Details given by ADDCON on the subject of the delivery or service concerning e.g. analyses, specific weights, dimensions, technical data as well as ADDCON's representations of the same (e.g. in illustrations, drawings) shall only be approximate unless they are expressly designated as binding or unless the usability for the contractually intended purpose requires an exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service.

ADDCON reserves the right to make customary changes or changes which are made, for example, due to legal regulations, insofar as they do not change the function and possible use of the object of the delivery or service according to the contractually intended purpose. Except in the latter case, they do not entitle the Buyer to assert warranty rights or to withdraw from the contract.

- 2.6 Quantities are always approximate. Safety-related and filling-related deviations of plus/minus 10 % shall be deemed to be in accordance with the contract in the case of deliveries in tanks or silo vehicles that can be placed on top or are firmly connected. Such deviations in quantity shall be fully taken into account in the invoice with a corresponding reduction or increase.
- 2.7 Properties of samples and specimens are only binding insofar as they have been expressly agreed as properties of the goods.
- 2.8 Information on quality and/or durability as well as other information are only guarantees if they are expressly designated and agreed as such.
- 2.9 Advice and/or recommendations are given by ADDCON to the best of its knowledge and based on practical experience. Such information is given without obligation and does not release the Buyer from his own tests and trials regarding the suitability of the goods for the intended purposes.
- 2.10 ADDCON reserves all property rights and copyrights (including intellectual property rights) to samples, cost estimates, drawings and similar information of a tangible and intangible nature - also in electronic form. They may not be made accessible to third parties without prior written consent. The Buyer shall return all documents to ADDCON immediately upon request if they are no longer required in the ordinary course of business.
- 2.11 Relevant "identified uses" for the goods in accordance with the European Chemicals Regulation (REACH Regulation) shall not constitute an agreement on a corresponding contractual quality of the goods or a use assumed under the contract.

3.0 Prices, terms of payment

- 3.1 The prices of ADDCON shall apply to the scope of delivery and services specified in the order confirmations. The prices are ex works (INCOTERMS 2020 - EXW, Ex Works) plus the statutory value added tax at the applicable rate. Any further taxes, surcharges, import and export fees as well as customs duties shall be added.
- 3.2 Invoices of ADDCON are payable 14 days after date of invoice without any deduction, unless otherwise agreed in writing. The date of receipt by ADDCON shall be decisive for the date of payment. Payment by cheque is excluded, unless it is agreed separately in individual cases.
- 3.3 Upon expiry of the aforementioned payment deadline, the Buyer shall be in default without further reminder. During the period of default interest shall be charged on the purchase price at the statutory default interest rate applicable from time to time. ADDCON reserves the right to claim further damages caused by default.
- 3.4 Should ADDCON change its prices for the goods to be delivered or the terms of payment in general in the period between conclusion of the contract and delivery, ADDCON shall be entitled to apply the prices or terms of payment valid on the day of delivery. In case of a price increase the Buyer shall be entitled to withdraw from the contract within 14 days after notification of the price increase.

- 3.5 The Buyer shall only be entitled to set-off or to assert rights of retention, as far as his counterclaims are undisputed or legally binding.
- 3.6 In case of payment difficulties of the Buyer, in particular in case of default of payment, cheque protest or if other circumstances become known which reduce the creditworthiness of the Buyer, ADDCON shall be entitled to make further deliveries only against advance payment, to make all outstanding - also deferred - invoice amounts due immediately and to demand cash payment or security. ADDCON may further prohibit the resale or processing of goods already delivered which are still the property of ADDCON and demand their return or the transfer of indirect possession to ADDCON. In the aforementioned cases the Buyer already now agrees to the removal of the delivered goods.
- 3.7 ADDCON shall be entitled to assign claims against Buyers domiciled in Germany and EU-countries to a factoring company for refinancing purposes.

4.0 Deliveries and delivery time; Force Majeure

- 4.1 The delivery periods and dates announced by ADDCON shall always be approximate and subject to change, unless a fixed delivery period or date has been expressly promised or agreed.
- 4.2 If ADDCON on a case-by-case basis undertakes to ship the goods, ADDCON reserves the right to choose the mode and route of shipment. Shipping costs shall be borne by the Buyer.
- 4.3 The risk of accidental loss and accidental deterioration shall pass to the Buyer at the latest when the goods are handed over to the forwarding agent, carrier or other person designated to carry out the shipment.
- 4.4 If the Buyer is in default of acceptance, fails to cooperate or if ADDCON's delivery is delayed for other reasons, the goods shall initially be stored at the Buyer's risk and expense.

After setting a reasonable grace period, ADDCON shall be entitled to freely dispose of the goods on the open market at the Buyer's expense and risk, in particular to sell them and to demand immediate payment of the purchase price; in this case the proceeds from any sale on the open market shall be set off against the Buyer's obligation to immediately pay the purchase price.

- 4.5.1 ADDCON shall not be liable for impossibility of delivery or for delays in delivery as far as they are caused by force majeure or other extraordinary events not foreseeable at the time of the conclusion of the contract (e.g. breakdowns of any kind, pandemics/epidemics and their effects such as e.g. quarantine orders, natural disasters, transport delays, strikes, lawful lock-outs, shortage of labour, energy, raw materials or auxiliary materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver, to deliver correctly or on time) which are beyond ADDCON's control and for which ADDCON is not responsible. The beginning and the end of events of force majeure and events equivalent thereto shall be notified to the Buyer by ADDCON as soon as possible. For the duration of the event/disruption and to the extent of its effect ADDCON shall be released from its obligations to perform.
- 4.5.2 If the event/disruption of performance in the sense of Clause 4.5.1 lasts longer than eight (8) weeks, ADDCON shall be entitled to withdraw from the contract in whole or in part if the disruption is not merely insignificant; in this case, any consideration already rendered by the Buyer shall be refunded without delay. In case of hindrances of temporary duration due to events according to Clause 4.5.1 the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. The right of ADDCON to adjust prices according to Clause 3.4 remains unaffected.
- 4.6 The weight determined on a calibrated scale at the place of departure is binding.
- 4.7 As far as delivery transports are carried out with ADDCON vehicles, the obligation of ADDCON is limited to the operation of the vehicle's own equipment. As far as employees of ADDCON assist the Buyer during unloading or refuelling and cause damage to the goods or other damage, they act at the sole risk of the Buyer and not as vicarious agents of ADDCON. This shall also apply in case of delivery by third party carriers.

4.8 Any liability of ADDCON under this Clause 4 shall be limited in accordance with Clause 7.

5.0 Retention of title

5.1 The following agreed retention of title serves as security for all existing, present and future claims of ADDCON against the Buyer arising from the business relationship including this contract.

5.2 All goods delivered by ADDCON to the Buyer shall remain the property of ADDCON until full payment of all secured claims arising from the business relationship (retention of title). In case of current account the reserved property is considered as security for the balance claim of ADDCON. The goods as well as the goods replacing them according to the following provisions and covered by the retention of title shall hereinafter be referred to as "reserved goods".

5.3 The Buyer shall store the reserved goods free of charge for ADDCON. The Buyer is obliged to handle the reserved goods with due care for the duration of the retention of title. In particular he is obliged to insure the reserved goods adequately at replacement value against fire, water and theft damage at his own expense. The Buyer has to prove the conclusion of the insurance immediately upon ADDCON's request.

5.4 The Buyer is entitled to process and sell the reserved goods in the ordinary course of business until the event of realisation (see Clause 5.11). Pledges and transfers of ownership of reserved goods by way of security are not permitted.

5.5 If the Buyer processes the reserved goods, it is agreed that the processing is carried out in the name and for the account of ADDCON as manufacturer and that ADDCON directly acquires the ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title - the co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur at ADDCON, the Buyer already now transfers his future ownership or - in the above-mentioned proportion - co-ownership of the newly created item to ADDCON as security.

If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, ADDCON shall, insofar as the main item belongs to it, transfer to the Buyer proportionate co-ownership of the uniform item in the ratio specified in this Clause 5.5, sentence 1.

5.6 In case of resale of the reserved goods the Buyer already now assigns to ADDCON by way of security the resulting claim against the purchaser - in case of co-ownership of ADDCON in the reserved goods proportionally according to the co-ownership share. The same applies to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims in tort in case of loss or destruction.

5.7 The Buyer remains revocably authorised to collect the claims assigned to ADDCON from the resale in trust for ADDCON in his own name. The collected amounts have to be paid to ADDCON without delay. ADDCON may revoke the Buyer's authorisation to collect as well as the Buyer's authorisation to resell for good cause, in particular if the Buyer does not duly fulfil his payment obligations towards ADDCON, is in default of payment, stops his payments or if the Buyer applies for the opening of insolvency proceedings or comparable proceedings for the settlement of debts concerning the Buyer's assets or if the substantiated application of a third party for the opening of insolvency proceedings or comparable proceedings for the settlement of debts concerning the Buyer's assets is rejected due to lack of assets. In case of a blanket assignment by the Buyer the claims assigned to ADDCON shall be expressly excluded.

5.8 In case of breach of contract by the Buyer, in particular in case of default of payment, ADDCON is entitled to take back the reserved goods. The repossession shall only constitute a withdrawal from the contract if ADDCON expressly declares this in writing.

5.9 If the realisable value of the securities existing for ADDCON exceeds the claims of ADDCON by more than 10 % in total, ADDCON shall be obliged to release securities of ADDCON's choice upon the Buyer's request.

5.10 The Buyer shall immediately inform ADDCON of any seizure or other impairment of the reserved goods or the claims assigned to ADDCON by third parties in order to enable ADDCON to enforce its property

rights. If the third party is not in a position to reimburse ADDCON for the judicial or extrajudicial costs incurred in this connection, the Buyer shall be liable for these costs to ADDCON.

- 5.11 If ADDCON withdraws from the contract in case of breach of contract by the Buyer, ADDCON is entitled to demand return of the reserved goods. The Buyer shall immediately grant ADDCON or its agents access to the reserved goods and surrender them. After due notice ADDCON may otherwise dispose of the reserved goods in order to satisfy its due claims against the Buyer.

In case of default of payment ADDCON shall be entitled to demand the provisional surrender of the reserved goods at the Buyer's expense, even without rescinding the purchase contract, after having granted a reasonable period of grace.

- 5.12 As far as in case of deliveries to areas with different legal systems mandatory legal provisions of the respective country do not allow a reservation in the sense of Clauses 5.1 to 5.11 or weaken the security effect in favour of ADDCON, the parties shall be deemed to have agreed on a provision which economically comes as close as possible to the retention of title agreed here. As far as declarations have to be made or accepted by the Buyer or other legal acts have to be performed for this purpose, the Buyer undertakes to perform these immediately upon ADDCON's request.

6.0 Warranty, material defects

- 6.1 The Buyer shall carefully inspect the goods and their packaging for defects immediately upon delivery in accordance with standard commercial practice. Notices of defects or complaints regarding shortages or incorrect deliveries must be made in writing immediately after receipt of the goods at the place of destination.

In any case, the goods shall be deemed accepted by the Buyer with regard to obvious defects or other defects which would have been apparent upon immediate and careful inspection, unless ADDCON receives a written notice of defect within eight (8) working days after delivery. With regard to other defects the Buyer shall be deemed to have accepted the goods if ADDCON does not receive a written notice of defect within eight (8) working days after the date on which the defect became apparent. If the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall, however, be decisive for the commencement of the period for giving notice of defects.

If the Buyer fails to inspect and/or notify the defect, ADDCON's liability for the defect not notified or not notified in time or not notified properly shall be excluded according to the statutory provisions. The goods shall be deemed approved by the Buyer.

- 6.2 Upon request of ADDCON a rejected delivery item shall be returned to ADDCON at Buyer's cost. In case of a justified complaint ADDCON shall reimburse the costs of the most favourable shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

- 6.3 In the event of defective goods and timely notification of defects, the Buyer shall be entitled to the statutory rights in accordance with the following provisions:

ADDCON shall have the right, at its option, either to remedy the defect (subsequent improvement) or to supply the Buyer with goods free from defects (subsequent delivery). ADDCON reserves the right to two attempts of subsequent improvement. Should the subsequent improvement fail or be unreasonable for the Buyer, the Buyer shall be entitled either to withdraw from the contract or to demand a reduction of the purchase price.

Claims for damages and for reimbursement of futile expenses due to a defect shall be governed by Clause 7 below.

- 6.4 The warranty shall not apply if the Buyer modifies the delivery item or has it modified by a third party without ADDCON's consent and if the remedy of defects is thereby rendered impossible or unreasonably difficult. In any case the Buyer has to bear the additional costs for the removal of defects resulting from the modification.
- 6.5 The provisions of Section 8 shall apply to the warranty period.

7.0 Liability

- 7.1 ADDCON shall be liable for damages in principle according to the statutory provisions. ADDCON shall be liable for damages - irrespective of the legal basis - within the scope of liability for fault in case of intent and gross negligence.

ADDCON shall therefore not be liable in case of simple negligence, unless it concerns a breach of essential contractual obligations. In case of a simple negligent breach of essential contractual obligations, ADDCON's liability shall be limited to the compensation of typical, foreseeable damages. Essential contractual obligations are obligations the fulfilment of which enables the proper performance of the contract in the first place and the observance of which the contractual partner regularly relies on and may rely on.

- 7.2 The exclusions and limitations of liability in this Clause 7 do not apply:

- a. in case of damages resulting from injury to life, body or health caused by a negligent breach of duty by ADDCON or an intentional or negligent breach of duty by a legal representative or vicarious agent of ADDCON;
- b. in case of fraudulent concealment of a defect by ADDCON;
- c. in the case of a guarantee promise for the quality of a product by ADDCON;
- d. for claims of the Buyer according to the product liability law.

ADDCON shall not be liable in case of impossibility of performance or delay in the fulfilment of delivery obligations, if the impossibility of performance or delay is due to the Buyer's proper compliance with obligations under public law in connection with the European Chemicals Regulation (REACH Regulation).

- 7.3 The above exclusions and limitations of liability shall apply to the same extent in favour of the legal representatives, employees and other vicarious agents of ADDCON.
- 7.4 ADDCON shall not be liable for the suitability of the goods for the purposes intended by the Buyer, unless the intended purpose has expressly become part of the contract. The Buyer shall always decide on the use of the products delivered by ADDCON on his own responsibility. As far as liability for properties or suitability of the product should nevertheless be given, this liability shall always be limited to the value of the goods delivered by ADDCON and processed by the Buyer, irrespective of the type and amount of the damage.

8.0 Limitation

- 8.1 The limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall begin with acceptance.
- 8.2 The limitation period for contractual and tortious claims for damages is one year from the statutory commencement of the limitation period.
- 8.3 Notwithstanding Clauses 8.1 and 8.2, the statutory limitation periods shall apply in the following cases:
- a. in the case of buildings and items which have been used for a building in accordance with their customary use and have caused its defectiveness (§ 438 (1) No. 2 BGB);
 - b. in the case of a right in rem of a third party or a right entered in the land register (§ 438 (1) No. 1 BGB);
 - c. in the case of special statutory regulations (e.g. §§ 444, 445b BGB);
 - d. in the event of intent or gross negligence;
 - e. in the cases of Clause 7.2 lit. a. - d.

9.0 Data protection

ADDCON processes personal data only in accordance with the statutory provisions and the privacy policy available at <https://www.addcon.com/index.php/en/privacy-policy>.

10.0 Applicable law, place of jurisdiction, miscellaneous

- 10.1 All legal relations and legal acts in the relationship between ADDCON and the Buyer shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) as amended from time to time.
- 10.2 The place of performance for our deliveries is the respective place of dispatch, for payments the place of performance is Bitterfeld-Wolfen/Germany.
- 10.3 The exclusive place of jurisdiction shall be the court competent for the seat of ADDCON. ADDCON shall, however, be entitled to bring an action at the Buyer's general place of jurisdiction.
- 10.4 If these Terms are made known to the Buyer in a language other than the language in which the contract is concluded (contract language), this shall only be done to facilitate their understanding. In the event of differences of interpretation, the text drawn up in the language of the contract shall prevail.
- 10.5 Should any of the above provisions be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. In such a case, the parties are obliged to cooperate in the creation of provisions by which a result that comes as close as possible to the invalid or unenforceable provision in economic terms is achieved in a legally effective manner.

ADDCON Group

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