

§ 1 Scope of application / General

1. These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all our deliveries and services - including future deliveries and services - insofar as the customer is an entrepreneur within the meaning of paragraph 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law. There are separate conditions that apply to contracts concluded via our online store at <https://b2b.chemoform.com/>.
2. Any deviating, conflicting or supplementary terms and conditions of the customer shall not be binding on us unless we have expressly agreed to their validity. This shall also apply if we do not expressly object to the validity of the customer's terms and conditions or if we execute the delivery to the customer without reservation.
3. Legally relevant declarations and notifications to be made to us by the customer after conclusion of the contract (e.g. deadlines, notifications of defects, declaration of withdrawal or reduction) shall be made in writing to be effective. Written form within the meaning of these GTC shall include the written form and text form (e.g. letter, e-mail, fax). This shall not affect statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration.
4. References regarding the applicability of statutory provisions are for clarification only in this context. Insofar as they are not directly amended or expressly excluded in these GTC, the statutory provisions shall apply even without such clarification.

§ 2 Offer and conclusion of contract

1. Our offers are always subject to change and non-binding, unless they are expressly marked as binding.
2. A contract shall be deemed to be concluded upon our order confirmation in text form or written form or upon execution of the order by us. The customer is generally bound to his order for four weeks.
3. We generally reserve ownership and copyrights to all offers and cost estimates submitted by us as well as drawings, illustrations, calculations, brochures, catalogues, models, tools or other documents and aids made available to the customer. The customer is not permitted to make the above-mentioned materials accessible to third parties in form or in terms of content, disclose them, use them himself or via third parties or reproduce them without our express consent. At our request, he shall return all these items to us and destroy any copies made if they are no longer required by him in the ordinary, proper course of business or if negotiations do not lead to the conclusion of a contract.

§ 3 Delivery periods / Reservation of self-supply / Obstacles to delivery / Delay in delivery

1. Delivery periods or delivery dates are generally non-binding unless otherwise agreed. If shipment has been agreed, any binding delivery periods or delivery dates refer to the time the goods are handed over to the carrier.
2. Our obligation to perform is subject to ourselves obtaining correct and timely delivery.
3. Serious, unforeseeable events which are unavoidable even if utmost care is exercised, such as in particular
 - force majeure;
 - labour disputes not culpably brought about, riots, armed conflicts or terrorist attacks, mutiny, blockades, embargo, epidemics/pandemics;
 - fire/explosion/flood that the party is not responsible for; or
 - technical problems of the internet beyond the control of either party; this shall not apply if and to the extent that we provide the telecommunications service,which make the performance of the service (in whole or in part, permanently or temporarily) impossible, in which case the contracting parties shall be released from their performance obligations for the duration of the disruption and to the extent of its effects. This shall also apply if any of our suppliers and/or vicarious agents are affected by serious events, and we are unable to perform our obligations in whole or in part for this reason. In such cases, any delivery periods shall be extended to a reasonable extent. The customer shall be notified about the new delivery period. Each party shall notify the other without delay

of the occurrence and end of any serious event.

If fulfillment of the service will not be possible within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part. We will immediately refund any payment already made by the customer.

4. Compliance with binding delivery deadlines or dates is subject to the customer duly complying with his obligations to cooperate in a timely manner. If this is not the case, the delivery period shall be extended by the duration of the delay caused by the customer.
5. In the event of a delay in delivery, and provided legal requirements are met, the customer may demand not only delivery, but also compensation for any proven damages incurred as a result of the delay. In the event of simple negligence, this claim shall be limited to 0.5% of the value of the goods of the delivery in question per week of delay, but not more than 5% of the value of the goods of the delivery in question.
6. This shall not affect the customer's right to withdraw from the contract after expiry of a reasonable period set by him and/or to claim damages for non-performance in accordance with Clause 10. Our legal rights shall also remain unaffected; in particular those applicable in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance).

§ 4 Delivery / Transfer of risk / Acceptance / Default of acceptance

1. Unless otherwise agreed, deliveries shall be made EXW ex warehouse (Incoterms 2020). At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise stipulated, we are entitled to determine the method of shipment (in particular transport company, shipping route, packaging).
2. Insofar as the goods are shipped at the request of the customer, this shall be at the customer's risk. The risk shall be transferred to the buyer upon loading onto the transport vehicle. If the transport is delayed for reasons within the customer's sphere of influence, the risk shall pass to the customer as soon as the delivery is ready for dispatch, and we have notified the customer accordingly.
3. Unless unreasonable for the customer, we shall be permitted to make partial deliveries and provide partial services, taking into account our interests. A case of unacceptability shall be deemed to exist if, in particular, the partial delivery leads to considerable additional work or additional costs for the customer, if the partial delivery cannot be used by the customer within the scope of the intended contractual purpose, or if the delivery of the remaining ordered goods cannot be ensured.
4. If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed due to other reasons attributable to the customer, we shall be entitled to demand compensation for the resulting damages, including additional expenses (e.g. storage costs). We will charge a lump-sum compensation of €0.70 per calendar day and m² of storage space from this, starting from the delivery deadline or, in the absence of a delivery deadline, from notification of the goods being ready for dispatch. Proof of greater damages and our legal claims (in particular compensation for additional expenses, reasonable compensation, withdrawal) shall remain unaffected; the lump sum shall be credited against further monetary claims. The customer shall be entitled to provide evidence that we have incurred no damage or significantly less damage than the aforementioned lump sum.
5. At the request and expense of the customer, it is possible to take out transport insurance.
6. In commercial transactions, the provisions of paragraph 438 of the German Commercial Code (HGB) regarding the notification of damage to the carrier shall apply. The customer shall immediately provide us with a copy of the notification.

§ 5 Prices / Invoicing

1. Our prices are quoted in Euro, plus the respective applicable value added tax, packaging, other taxes, any transport costs and transport insurance, customs duties, fees, and other public charges ex our warehouse.
2. Unless otherwise agreed, our prices stated at the time

of conclusion of the contract or at the time of call-off shall apply.

3. In the case of deliveries of goods that are to take place more than four months after conclusion of the contract, we shall be entitled to pass on to the customer any price increases incurred by upstream suppliers at the time of delivery of the goods. The customer shall have the right to withdraw from the purchase contract if the resulting price increase exceeds 10%.
4. Invoices may be sent by post or electronically by e-mail at our discretion. Electronic invoices shall be sent to the customer by e-mail to the e-mail address provided by the customer. The customer shall inform us immediately of a change of the postal or email address specified for invoice dispatch.

§ 6 Terms of Payment / Default of payment / Set-off and Retention

1. In the absence of any other agreement, the purchase price or remuneration shall have to be paid no later than 8 calendar days after the invoice date and service provision, respectively.
2. We shall be entitled at any time, even within the scope of an ongoing business relationship, to make a delivery in whole or in part only against advance payment or a down payment. We shall declare a corresponding reservation with order confirmation at the latest.
3. Upon expiry of the payment deadline, the customer shall be deemed to be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to claim further damage caused by default. With respect to merchants, our right to claim commercial interest on arrears (paragraphs 352, 353 HGB) shall remain unaffected.
4. In the event of default in payment, we shall moreover be entitled to a lump sum of € 40. The lump sum shall be credited against any damages owed to the extent that the damage is due to costs of legal prosecution.
5. Insofar as we have consented to the customer being entitled to pay in a foreign currency, the conversion into Euro shall be based on the exchange rate of the respective foreign currency on the day of receipt of payment by us.
6. Payment by bill of exchange or cheque shall only be permitted if expressly agreed and shall be deemed to have been made by way of security. Costs related to the redemption of the bill of exchange or cheque shall be borne by the customer.
7. We shall be entitled to execute or provide outstanding deliveries only against advance payment or provision of a security if, after conclusion of the contract, a significant deterioration in the financial situation of the customer occurs or becomes apparent which is likely to jeopardize the fulfilment of the customer's liabilities towards us. If, after setting a reasonable deadline, neither payment is made concurrently nor security is provided, we shall have the right to withdraw from the contract after unsuccessful expiry of the deadline and demand advance payment for future deliveries.
8. The customer shall only be entitled to rights of set-off and retention to the extent that its claim is undisputed, has been legally established or has been acknowledged by us, or the customer is entitled to rights in case of defects.

§ 7 Marketability of the goods and third-party property rights for export deliveries

In the case of sale by delivery to a place other than the place of performance/export deliveries, the customer shall be responsible for ensuring that the goods, including packaging and labelling, are marketable in the importing country and do not infringe any third-party property rights. There is no legal assessment on our part. In the event of infringement of third-party property rights in the importing country, the customer shall hold us harmless and indemnify us for any third-party claims.

§ 8 Retention of title

1. We shall retain title to the goods (hereinafter referred to as "retained goods") until all claims we are entitled to under the purchase contract and in the context of the business relationship with the customer and claims arising in the future have been satisfied. The

retention of title also secures any recognized or causal balance claims from current account relationships.

2. If the customer is in default with fulfillment of its claim for payment, we shall have the right to take back the retained goods after we have set a reasonable deadline for performance to no avail. Any transport costs incurred in taking back the goods shall be borne by the customer. Taking back or seizure of the retained goods shall always constitute a withdrawal from the contract. We shall have the right to utilise the retained goods that have been taken back. The proceeds of the sale shall be set off against our outstanding claims against the customer. In addition, we shall have the right to deduct a reasonable amount for the costs of the realization.
3. The processing or transformation (hereinafter collectively referred to as "Processing") of the retained goods shall be performed for us as manufacturer and on our behalf, without us incurring any liabilities as a result. We shall be entitled to ownership of the new goods resulting from processing, irrespective of the time and degree of processing. If the retained goods are processed with any other objects that do not belong to the customer, we shall acquire co-ownership in the new object in proportion to the objective value of our retained goods to the other processed objects at the time of processing.
4. In the event that the customer, notwithstanding the above provision, acquires co-ownership of our retained goods through processing, it shall be deemed agreed that the customer shall transfer co-ownership of the new goods to us and shall hold them in safe custody for us. We hereby already accept the transfer of title. The customer hereby assigns to us any claims for surrender against third parties. We hereby accept this assignment.
5. In the event that the retained goods delivered by us are combined, inseparably mixed or blended with other objects (hereinafter collectively referred to as: "Combination"), the customer shall hereby assign to us its shared title in the combined new goods in proportion to the value of the retained goods subject to the value of the other combined goods at the time of combination and shall then hold them in custody for us. The customer hereby assigns to us any claims for surrender against third parties. Insofar as the retained goods are combined with movable goods of a third party in such a way that the goods of the third party are to be considered as the main object, the customer hereby assigns to us as security the claim to remuneration that accrues to it against any third party to the amount of the invoice amount of the retained goods. We hereby accept the aforementioned assignments.
6. The new goods created by processing or combination and ownership we are entitled to or which have been transferred to us shall serve as security for our claims in the same way as the retained goods themselves. The provisions applicable to retained goods shall therefore apply accordingly.
7. The customer shall have the right to resell the retained goods which we co-own in its ordinary course of business. He shall be prohibited from pledging or assigning the goods as security. The customer hereby assigns any claims arising from resale of the retained goods to us, irrespective of whether these claims arise before or after processing or combination, including all ancillary rights as well as any claims for compensation against a credit insurance company. We hereby accept this assignment. In the event that the retained goods are only co-owned by us or are sold by the customer together with other goods not belonging to us - irrespective of their condition - at a total price, the assignment of the claim shall be limited to the amount that we invoiced to the customer for the retained goods.
8. If the customer includes claims from resale of the retained goods or new goods in a current account relationship existing with the subsequent purchaser, it shall be deemed agreed that the customer hereby assigns to us a balance arising in its favour, recognized or causal, up to the amount corresponding to the total amount of the claims from resale of retained goods which are included in the current account and are to be assigned to us in accordance with this clause 8. We hereby accept this assignment.
9. The customer shall remain authorised to collect the claim from resale of the retained goods even after having assigned the claim to us. Our right to collect

the claim ourselves shall remain unaffected by this. However, we shall not collect the claim ourselves or revoke our authorization as long as the customer duly meets its payment obligations.

10. Furthermore, the customer shall grant us access to the retained goods at any time and, upon our request, identify the retained goods as (co-)owned by us and provide us with all requested information regarding the retained goods, their sale and the claims collected as a result thereof. In the event of default in payment, the customer shall, at our request, notify its subsequent purchaser of the transfer of claim.
11. In the event that the customer receives bills of exchange or cheques from resale to a third party, I shall assign to us the claims for bill of exchange and cheque receivables to which they are entitled to the amount of the claim from the resale assigned to us. Ownership of the bill of exchange or cheque document shall be transferred from customer to us. We hereby accept the above assignments and transfers. The customer shall hold the document in safe custody for us.
12. In the event of access by third parties to the retained goods (co-)owned by us or to the claims assigned to us, the customer shall safeguard our rights and notify us of such access in writing without undue delay so that we can institute legal action pursuant to paragraph 771 ZPO (German Code of Civil Procedure). As far as the third party is not able to reimburse us for the costs of legal action to paragraph 771 ZPO (German Code of Civil Procedure), the customer shall be liable for the loss incurred by us.
13. As long as our (co-)ownership of the delivered retained goods exists, the customer shall take out adequate insurance against fire, water and theft damage at their own expense. The customer hereby assigns to us the claims arising from a case of damage, in particular against the insurance company, as security for our claims up to the amount of our outstanding claim from the delivered retained goods. We hereby accept this assignment.
14. We shall be obliged to release our securities at the customer's request to the extent that the realizable value of the securities exceeds the claims to be secured by more than 10%. We shall have the right to select the securities to be released.
15. Insofar as the retention of title or other security rights referred to in this clause 8 should be ineffective or unenforceable due to mandatory regulations of foreign countries, a security corresponding to the retention of title, or the respective security right shall be deemed to have been agreed. The customer shall cooperate in all measures necessary to establish and maintain such security.

§ 9 Warranty for defects

1. The statutory provisions shall apply for the rights of the customer in case of material defects and defects of title, unless otherwise specified below. In all cases, the special statutory provisions for final delivery of the goods to a consumer (paragraphs 474 et seq. BGB, 445a, 327u BGB) and any guarantees given by us or third-party manufacturers shall remain unaffected.
2. We only warrant that the goods are marketable at the place of performance in Germany (clause 13.1) and are free of industrial property rights and/or copyrights of third parties. If the customer learns of defects of title of the delivered goods or if claims are asserted against him due to the violation of statutory provisions or due to the violation of industrial property rights or copyrights of third parties, he shall notify us thereof without delay.
3. Claims for defects on the part of the customer presuppose that he has fulfilled his statutory obligations to examine the goods and give notice of defects (paragraph 377 HGB). In the case of building materials and other goods intended for assembly, attachment or installation or other further processing, it is imperative that an inspection is always carried out immediately before assembly, attachment, installation, or processing.
4. If any defect is detected during or after inspection, we shall be notified of this immediately, but within one week at the latest. Timely dispatch of the notification will be sufficient to meet the deadline. If the customer fails to carry out a proper inspection and/or to notify us of the defect, any warranty rights (rights for defects) shall be excluded.
5. Subsequent performance shall be effected, at our

option, either by remedying the defect or by delivery of goods free of defects. If the type of subsequent performance chosen by us should be unreasonable for the customer in individual cases, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

6. We shall be entitled to make any subsequent performance owed conditional upon the customer paying the invoiced amount. However, the customer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.
7. The expenses necessary for inspection and subsequent performance, in particular transport, travel, labour, and material costs (excluding the costs for disassembly and/or re-assembly) shall be borne by us if a defect is present. Otherwise, we shall have the right to demand reimbursement from the customer of the costs incurred as a result of an unjustified request to remedy a defect, in particular inspection and transport costs, unless the lack of defectiveness was not perceptible to the customer.
8. If subsequent performance has failed or if a reasonable period to be set by the customer for the subsequent performance has expired unsuccessfully or cannot reasonably be expected under the statutory provisions, the customer shall have the right to withdraw from the contract or to demand a reduction of the purchase price. A withdrawal from the contract shall be excluded if the defect is only of minor, negligible nature.
9. In order to limit our producer liability, the customer shall be obligated to immediately provide us with all information available to him that indicates the existence of defects. The customer shall have to provide prompt and comprehensive support in any recall on our part required by law and ensure that the goods sold by him can be traced.
10. Claims by the customer for reimbursement of expenses pursuant to paragraph 445a (1) of the German Civil Code (BGB) shall be excluded unless the last contract in the supply chain is a consumer goods purchase (paragraphs 478, 474 BGB) or a consumer contract for the supply of digital products (paragraphs 445c sentence 2, 327 (5), 327u BGB). Claims for damages and claims for reimbursement of futile expenses shall only exist in the event of defects in accordance with clauses 10 and 11 and shall otherwise be excluded.

§ 10 Liability

1. We shall be liable without limitation under the Product Liability Act, in the event of culpable injury to life, body or health and in the event of intent, fraudulent concealment of a defect or a guarantee accepted by us.
2. We shall also be liable in the event of a slightly negligent breach of a material contractual obligation. Material contractual obligations shall include those the performance of which is prerequisite to the proper performance of the contract, and the performance of which the customer normally relies on and may at all times expect. In these cases, however, our liability shall be limited to compensation for the foreseeable damage typical for this type of contract.
3. Apart from that, liability for damages and reimbursement of expenses shall be excluded, irrespective of the legal grounds.
4. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our legal representatives, employees, and other vicarious agents. The same shall apply to the right to plead the statute of limitations according to clause 11.

§ 11 Statute of limitations

1. Claims based on material defects and defects of title shall become statute-barred within one year from delivery of the goods. If acceptance has been agreed in individual cases, the limitation period shall commence upon acceptance.
2. The statutory limitation period shall apply to claims under the Product Liability Act, in the event of intent or fraudulent intent, gross negligence, in cases of supplier recourse under paragraphs 478, 479 of the German Civil Code, the special provisions of paragraph 438 nos. 1 and 2 of the German Civil Code, paragraphs 444, 445b of the German Civil Code or in the event of injury to life, body or health.

§ 12 Prohibition of assignment

The customer shall require our consent to assign its rights under this contract. We shall not unreasonably refuse such consent, taking into account our interests and those of the customer. The provisions of paragraph 354a, German Commercial Code shall remain unaffected.

§ 13 Place of performance / Place of jurisdiction / Applicable law

1. The place of performance of all contractual obligations is our registered office.
2. If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction - including international - for all disputes arising from or in connection with the contractual relationship and its effectiveness shall be our registered office in Wendlingen/Germany. The same shall apply if the Buyer is an entrepreneur pursuant to paragraph 14 of the German Civil Code (BGB). However, we shall in all cases be entitled to take legal action at the place of performance of the delivery obligation pursuant to these GTC or an individual agreement that takes precedence or at the Buyer's general place of jurisdiction. Priority statutory provisions, in particular with regard to exclusive jurisdiction, shall remain unaffected.
3. The contractual relationship between us and the customer shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(Date: March 2023)