

1. General

All deliveries and services are exclusively performed subject to the following terms of sale and delivery. We do not recognize any conditions that conflict with or deviate from our conditions of sale. Our conditions of sale also apply if we perform delivery to the buyer with the knowledge of conflicting or deviating conditions of the buyer without expressing reservations. Any deviating agreements must be made in writing. By accepting the delivered goods, the buyer consents to our conditions.

2. Offers

Our offers are always non-binding and do not constitute an obligation to accept an order. Orders are only binding for us once we have confirmed them in writing or have executed them by providing delivery.

3. Performance data

Illustrations, dimensions, and weights or other performance data are only binding if they have been expressly confirmed in writing. Information from brochures, advertising materials, and other sources of information is non-binding and does not constitute a statement about the nature of the goods under warranty law. Agreements about the nature of the goods are only effective if we have confirmed them in writing; oral statements without our written confirmation are non-binding and do not constitute part of the contract.

4. Delivery and acceptance obligations

a) Deliveries are made by the confirmed deadline. The buyer is only entitled to claim damages for missed deadlines in the event of a delay for which we are responsible due to intent or gross negligence. The amount of such claims is limited to 0.5% of the invoiced value of the deliveries affected by the delay for each full calendar week of the delay, but no more than 5% in total. Further claims are excluded.

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b) In the event of force majeure, the delivery period may be extended accordingly. If delivery becomes impossible due to force majeure, we are released from our obligation of delivery. If the delivery period is extended or delivery is impossible due to force majeure, all warranty rights and claims for damages on the part of the buyer are excluded.

c) The buyer may not withdraw from the contract or refuse acceptance due to delayed delivery once the production of ordered goods has begun.

d) If the delivery is delayed due to circumstances for which the buyer is responsible, we are entitled to dispose of the goods by other means, after sending a prior written request to the buyer to accept the goods within a reasonable time frame, or to deliver the goods to the buyer at a later point; in this scenario, the buyer's claims for damages or right to withdraw from the contract are excluded. If any price increases occur in the raw materials required to manufacture the goods during a delay on the part of the buyer, we are entitled to pass these price increases to the buyer.

The buyer is liable for damages arising from default of acceptance in accordance with the statutory provisions.

e) Goods that were inadvertently ordered by the buyer, ordered in the wrong quantity, or subject to a complaint may not be returned without our prior written consent. Transport costs and risks are always borne by the buyer.

5. Payment terms and prices / electronic invoicing

Unless expressly stated otherwise, all prices are net prices without VAT. Invoices are due upon receipt by the buyer without discount.

By placing the order, the buyer agrees to electronic invoicing with an invoice that is issued, transmitted, and received in an electronic format. Access is provided by sending the electronic invoice by email either to an email address specified by the buyer or to the email address from which the buyer ordered the goods. The buyer is not entitled to demand an invoice that is not issued, transmitted, or received in an electronic format.

6. Withholding and offsetting

The buyer is only entitled to offset, withhold, or reduce payment if we have given consent to do so or in the presence of legally established counterclaims, even if a notice of defects has been sent or counterclaims have been asserted.

7. Retention of title

a) The goods remain entirely in our possession until all claims against the buyer arising from the entire business relationship, including claims from previous goods deliveries that have not yet become due, have been fully paid.

b) If the buyer breaches the contract, and in particular in the event of default of payment, we are entitled to demand that the goods be returned. Exercising the right to demand return of the goods does not constitute withdrawal from the contract unless this is expressly declared in writing. After the goods are returned, we are entitled to otherwise dispose of them. The proceeds will be offset against the buyer's liabilities; we are entitled to charge a reasonable deduction, in particular to cover sales, storage, and transport costs. We may also charge a flat-rate deduction for administrative costs.

c) When the goods are handed over, the buyer bears the risk of loss, accidental destruction, or accidental deterioration for delivered goods subject to retention of title until such time as full ownership of these goods is acquired. The buyer is obliged to adequately insure the goods against typical risks. In the event of damage, any claims of the buyer towards an insurance provider or the party responsible for damage are hereby assigned to us up to the amount of our own claims.

d) The buyer must immediately notify us in writing of any seizure or other restriction of our property or our claims and rights by a third party. The buyer is liable for all damages resulting from the failure to notify us or delayed notification. In the meantime, the buyer must take any measures that cannot be postponed to secure our claims and rights.

e) The buyer may only sell or process the delivered goods or the products obtained by processing them through the course of ordinary business. Hypothecation or chattel mortgaging is

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prohibited. The buyer hereby assigns to us all claims or rights derived from sale or disposal towards the buyer's customers or third parties, including any claims to compensation for credit insurance, regardless of whether the goods are resold before or after processing. On request, the buyer must notify the third-party debtors of this assignment and provide us with all information or documents required to assert our rights against the third-party debtors.

f) We authorize the buyer to collect claims assigned to us on our behalf for as long as we have not revoked this authorization. The buyer must immediately forward the amounts received to us if our claim is already due; otherwise, the buyer must hold the amounts in trust for us until the due date.

g) The buyer grants us the right to enter his business and storage premises for the purpose of viewing goods subject to retention of title and to transport the goods from these premises if the requirements for doing so are met.

h) We undertake to release any securities to which we are entitled at the buyer's request if the value of these securities exceeds the secured claims by more than 20%. We are entitled to select which securities to release.

8. Warranty

a) Manufacturing-related variance and small quality fluctuations inherently associated with the nature of the goods do not constitute defects and there do not entitle the buyer to assert warranty claims – regardless of type.

b) The delivered goods must be inspected immediately upon receipt. Any defects must be immediately reported to us in writing after receipt of goods. The defective goods must be kept available for us to inspect in the same condition as when the defect was discovered and appropriately stored until the complaint has been resolved. Non-compliance with this obligation invalidates any warranty claims. If the duty of inspection or notification is not fulfilled, the delivered goods shall be deemed to have been approved.

c) In the event of a justified claim of defective goods notified in good time, we have the right to rectify the defect. The buyer is only entitled to withdraw from the contract or reduce the pur-

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chase price if two attempts at rectification have failed or we definitively decline to rectify the defect.

d) Claims for damages or reimbursement of expenses are excluded, regardless of their legal basis. This does not apply in the event of intent or gross negligence, or to damages arising from a breach of an essential obligation, or to damages arising from injury to the life, body, or health of persons. The amount of any claims for damages or reimbursements of expenses are limited to the relevant liability insurance coverage. The buyer is entitled to information about contractually agreed coverage amounts.

e) Warranty claims by the buyer on the basis that the ordered goods are not compatible with the buyer's intended purpose are excluded.

f) The buyer's warranty claims for new goods expire after two years. For used goods, the expiry period is one year, except for claims for damages arising from intent or gross negligence or claims for damages arising from injury to the life, body, or health of persons.

9. Data protection notice

We hereby declare that we store the business data of the buyer and expressly give our assurance that the data will only be used for the business relationship that has been established – and only to the extent permitted by law.

10. Applicable law, place of jurisdiction

a) This contract is exclusively governed by the law of the Federal Republic of Germany. The place of performance is Hamburg.

b) The place of jurisdiction is Hamburg-Mitte. We are also entitled to initiate legal proceedings at the registered office of the buyer, at our discretion.