

**General terms and conditions of sale and delivery of the
Walter Schmidt Chemie GmbH
- For use in business dealings with enterprises -**

I. Scope

1. The following conditions shall apply to all sales of chemical products and other products and services; the terms shall also be deemed to have been agreed upon if we do not explicitly refer to them in subsequent contracts unless the purchaser is not a merchant within the meaning of the commercial code (Handelsgesetzbuch-HGB). Opposing ‘General Terms and Conditions’ and/or Purchasing Conditions of the Customer are hereby expressly contradicted. Should any of the following provisions be invalid for any reason or should any provision not be used, the validity of the remaining provisions is unaffected.
2. All agreements concluded between the Seller and the Buyer to carry out this contract, are to be laid down in writing.

II. Offer and conclusion of contract

1. Our offers are subject to change unless otherwise agreed. Orders (oral, fax, letter, email with sender ID, telephone, electronic data transmission) shall only be deemed to be accepted if a written confirmation (fax, letter, email with sender identification, electronic data transmission) or the dispatch notification or the supply has been effected or the invoice has been issued. Acceptance of orders also takes place in advance under the reservation of the possibility of delivery.
2. Drawings, illustrations, measurements, weights or other performance data are only binding if expressly agreed in writing.
3. Our employees or sales representatives are not authorized to make oral ancillary agreements or give oral assurances concerning the content of the written contract. Oral agreements and commitments of our employees or sales representatives are only valid if they are confirmed by us in writing.
4. Information from our employees, who are interested in possible applications and/or chemical composition of new products is generally non-binding and without guarantee. In particular, they do not exempt the purchaser from their tests and trials. Compliance with legal and

regulatory requirements when using our goods/products is the sole responsibility of the purchaser.

III. Delivery and acceptance

1. Delivery dates or periods, which may be agreed on a binding or non-binding basis; require a written form. The day of delivery shall be the day on which the goods are delivered to our factory or that of a third party or our warehouse or the goods to the purchaser at an agreed position is handed over. If a fixed delivery date has been agreed in writing, the buyer in the event of delay in delivery – if not the following provision under III. Para. 3 - set a reasonable grace period of four weeks.
2. In the case of expedited deliveries at the express request of the Buyer, the latter shall bear the resulting additional freight.
3. Delays in delivery and performance due to force majeure and due to events that make delivery not only temporarily difficult or impossible for us these include, in particular, unforeseeable operational, traffic or shipping disruptions, fire damage, flooding, unpredictable manpower, energy, Shortages of raw materials or auxiliary materials, strikes, lock-outs, official orders and other obstacles to the production, dispatch, acceptance or sale of reduce, delay, prevent or cause consumption to become unreasonable, even if our suppliers or their sub-suppliers – we also have binding agreed deadlines and dates. You authorize us to order the delivery or delivery. to postpone the duration of the disability plus a reasonable start-up period or to withdraw from the contract in whole or in part due to the part not yet fulfilled. In the event of partial or complete disappearance of the Seller's sources of supply, the Seller shall not be obliged to buy up with third-party suppliers. In this case, the seller is entitled to distribute the available quantities of goods, taking account of its own needs. In the case of expedited deliveries at the express request of the Buyer, the latter shall bear the resulting additional freight.
4. Increase due to the in III para. 3 of the events listed above, the cost of production, so we can increase the purchase price accordingly or price increases that our upstream supplier as a result of such events, pass on to the Buyer. If the buyer rejects the price increase, we are entitled to withdraw from the contract.

5. If the impediment lasts for more than three months, the purchaser shall be subject to a reasonable extension period that entitles you to withdraw from the contract concerning the part not yet fulfilled. If the delivery time is extended or we are released from our obligation, the buyer shall not derive any claims for damages from this. Given the above circumstances, we will only appeal if we notify the purchaser immediately.
6. Insofar as we are responsible for non-compliance with binding deadlines and deadlines or are in default, the purchaser is entitled to compensation for delay in the amount of 1/2% for each completed week of delay, up to a total maximum of 5% of the invoice value of the supplies and services affected by the delay. Claims beyond this are excluded unless the delay is based on at least gross negligence of the seller.
7. We are entitled to make partial deliveries and partial services at any time unless the partial delivery or partial service is not of interest to the purchaser.
8. Compliance with our delivery and service obligations presupposes the timely and proper fulfillment of the obligations of the purchaser.
9. If the buyer is in default of acceptance, we are entitled to replace the result to demand damages. With the occurrence of the delay in acceptance, the risk of accidental deterioration and accidental destruction on the buyer.
10. The choice of the shipping route and the shipping method is made by us. We strive to take buyer's wishes to be taken into account. Due to special shipping wishes of the buyer any additional costs incurred shall be borne by the latter. In case of freight-free delivery increases freight rates as well as any additional costs for diversion, storage costs etc. at the expense of the Clients. This also applies if, after conclusion of the contract, increases in freight rates, possible Additional costs for diversion, storage costs etc. will occur.
11. The requests for the required quantities by the purchaser or his customers have until the agreed time for a timely delivery possible. In case of retrieval by the customers, a written delivery order from the purchaser must be available to us in advance. For the consequences of incorrect and incomplete information when retrieved by the purchaser or his purchaser is liable to the customer. We will accept any changes in disposition if they are to us at the agreed time. In this case, we are entitled to recalculate freight costs incurred.
12. In the event of collection by vehicles on behalf of the Buyer, the Buyer shall ensure that:

- a) The technical equipment of the vehicles corresponds to the loading equipment of the supplier.
- b) Collection by qualified personnel following the guidelines of the supplier is carried out.
- c) The driver confirms on the delivery note that the goods have been duly received.
- d) Vehicle bodies are so constructed that, when the vehicle is used for its intended purpose the load is secured against slipping, rolling, tipping and falling. The safety of the load is not ensured by the vehicle body alone, auxiliary equipment must be available and used for load securing.
- e) The driver informs himself of the relevant safety regulations of the supply plant; and complies with them.
- f) The maximum permissible weight of the vehicle is not exceeded;
- g) The general statutory provisions on cargo securing are complied with.

IV. Prices

1. Unless otherwise stated, we adhere to the terms and conditions contained in our offers. Prices are bound 30 days from their date. Otherwise, the prices stated in our order confirmation plus the respective statutory value-added tax are decisive. Additional Deliveries and services are charged separately.
2. Unless otherwise agreed, the prices are ex-works or warehouse including normal packaging. The calculation is made based on the Weights or quantities.
3. In the case of measures taken by the State or the public authorities, in particular increases in taxes and Customs duties, etc., we are entitled to, during the term of the contract, the agreed prices with immediate effect. This applies also to the increase in prices, which the production and supply of the raw materials used in addition, III, para. 4.

V. Payment terms

1. Unless otherwise agreed, our invoices are payable 14 days after issuance of the invoice payable without deduction. After expiry of this period, the buyer is in default of payment without a reminder. We are entitled, notwithstanding the buyer's stipulations to the contrary, payments must first be set off against its previous debts and the purchaser must be informed of the nature of the information on the settlement. If costs and interest have already been incurred, we are entitled to charge the payment first against the costs, then against the interest and finally against the principal benefit.

2. A payment is deemed to have been made only when we can dispose of the amount. In the case of cheques, payment shall not be deemed to have been made until the cheque is cashed.
3. Payments are to be made directly to us. Our agents, commercial agents and others representatives are authorized to collect only if they are provided with special written authorization.
4. If the Buyer is in default, we shall be entitled to charge interest from the relevant time in the amount of the applicable default interest rate above the applicable statutory basic interest rate (BGB § 288 II nF) as a lump sum compensation. They are then lower if the purchaser proves a lower charge, the assertion of a higher loss is permissible.
5. If the extent that we are aware of circumstances affecting the creditworthiness of the purchaser in particular, he does not cash a cheque or ceases payments; or if other circumstances become known that call into question the creditworthiness of the purchaser we shall be entitled to settle the entire remaining debt, including all bills of exchange and cheque claims, for immediate payment, even if we have accepted cheques. In this case, we are also entitled to make advance payments or security payments if demanded.
6. We are entitled to set off all our receivables against receivables that to the buyer against us.
7. The purchaser is liable for offsetting, retention or reduction, even if notice of defects or counterclaims may be asserted only if the counterclaims have been established as a final decision or are uncontested. Otherwise, the purchaser is excluded with rights of refusal, retention and set-off.

VI. Transfer of risk

1. The risk is reduced when delivered by own vehicles or on our behalf transferred to the purchaser at the place of destination. The buyer is responsible for ensuring the protection of any claims from the transport against the carrier of facts is determined by a neutral person before discharge.
2. In the case of collection by vehicles traveling on behalf of the Buyer, the Buyer or their representative shall be responsible for the collection, the loading of the vehicle by trained employees and the observance of the legal requirements relating to the transport of dangerous goods and cargo safety.

3. The unloading and storage of the goods is always the responsibility of the buyer and must be carried out by their own trained employees within a reasonable period.
4. In the case of deliveries in tankers and demountable tanks, the purchaser or his agent shall be responsible for the good technical condition of its tanks or other storage containers to ensure that competent personnel are available and the connection of the filling instructions to arrange admission systems under their responsibility by trained employees. Our Obligations are limited to the operation of on-board equipment.
5. Insofar as our employees assist with unloading or refueling in addition and cause damage to the goods or other damage, they act on the sole risk of the buyer and not as our vicarious agents.
6. The above regulations apply accordingly to deliveries by third-party transport companies, insofar as liability could be derived from our conduct. The liability of third parties remains unaffected.

VII. Warranty

1. We guarantee for defects, missing quantities or incorrect deliveries per the legal regulations unless otherwise specified below. The warranty refers to the quality of the goods at the time of the transfer of risk under VI.
2. Failure to follow our instructions for use or maintenance, or changes to the products, claims due to defects in the products shall be waived if an appropriately substantiated assertion that only one of these circumstances deficiency has been brought about, not refuted.
3. The purchaser must notify defects immediately but at the latest within one week of delivery communicating in writing by sending documents, samples, packing slips, the invoice number, the invoice date and the signatures on the packages. Defects that are not discovered even after careful examination within this period shall be notified in writing immediately after discovery. Notification of defects does not release the payment obligation.
4. In the event of a duly filed complaint, we shall be liable at our discretion by repair or replacement delivery. A return of the goods may only be made with our consent. Samples and samples shall be considered approximate as regards analysis and characteristics only and shall constitute non-binding documentary evidence, unless: the obligation has been expressly

agreed in writing. Advice and information – e.g. about processing and application possibilities of the products, technical advice and other information – are given by us to the best of our knowledge, but are always non-binding and without guarantee. Tests of the suitability of the delivered goods and the observance of processing regulations are therefore not dispensed with. Deviations from product specifications are permitted, provided that they are insignificant or unavoidable despite all due care. Public statements, promotions or advertising do not constitute a contractual indication of the nature of the merchandise.

5. In the event of a request by the buyer for supplementary performance, the replacement delivery is not made within a reasonable period of time, the buyer may, at his option, demand reduction or the contract Stand down. After processing, only the reduction of the Product paid remuneration may be demanded. Additional claims of the purchaser, in particular claims for damages, including loss of profits, or for other pecuniary damages of the purchaser are excluded. The foregoing limitation of liability shall not apply insofar as the cause of damage is due to intent or gross negligence rests.
6. Warranty claims of the purchaser, if he is a merchant, expire one year after statutory limitation period. The same period shall also apply to claims for compensation for consequential damages as far as no claims arising from tort are asserted.

VIII. Retention of title

1. The delivered goods remain until the fulfillment of all claims (including all balance claims from current account), which we for any legal reason against the purchaser now or in the future be entitled to our property. The Buyer shall provide the following securities which we release at the request of the purchaser according to his choice, insofar as their value is the receivables sustainably exceeds by more than 20%.
2. Processing or conversion is always carried out for us as a manufacturer but without our Commitment. If our (co-)ownership expires as a result of a merger, it is already agreed that the purchaser's (co-)ownership of the uniform goods is transferred to us on a pro-rata basis (invoice value). The purchaser shall keep our (co-) property free of charge. Goods on which (co-)ownership is hereinafter referred to as reserved goods.
3. The buyer is entitled to sell the reserved goods in the ordinary course of the business process and sell them as long as it is not in arrears. Pledge or assignment as security shall not be permitted. Those arising from resale or any other legal ground (insurance, tort) arising in

respect of the reserved goods (including all balance receivables from the current account) the Buyer already enters in full to us for safety reasons. We authorize the purchaser revocably to collect claims assigned to us on our behalf. These debt collection authorization may only be revoked if the purchaser fails to meet his payment obligations properly.

4. In the event of access by third parties to the reserved goods, in particular attachments, the purchaser shall be liable to notify us of our ownership and notify us without delay so that we can enforce our ownership rights. Insofar as the third party is unable to reimburse us for the legal or extrajudicial costs incurred in this connection, the third party shall be liable for this the buyer.
5. In the event of a breach of contract by the buyer - in particular, the default of payment - we are entitled to withdraw from the contract and demand the return of the reserved goods.

IX. Right of withdrawal

1. After the conclusion of the purchase contract, we are entitled, in whole or in part, to withdraw or demand advance payments or security if there is a change in the company or person of the purchaser which jeopardizes the contract, in particular the financial position or creditworthiness of the purchaser. We are in any case entitled, in particular upon receipt of new orders and retrieval of existing framework contracts, to make sub-delivery conditional on prior payment of outstanding receivables and all amounts due, even if these bills of exchange have been accepted to be made due for immediate payment. In the event of suspension of payments or insolvency, all rebates granted shall be deemed not to have been granted retroactively and the Right to reimbursement as not agreed. In the event of doubts as to the solvency of the Buyers, we may, without withdrawing from the contract, prepayments for further deliveries or require securities. If the purchaser fails to meet his payment obligations, or if he/she has improper access to the goods, we may suspend the delivery subject to further claims.
2. If the delay in payment is not remedied within a reasonable period of grace, we are entitled to withdraw from the contract or to pay damages for non-performance demand. This applies in particular to follow-up transactions agreed but not yet executed.

X. Liability

1. Claims for damages shall be independent of the nature of the breach of duty, including unlawful acts, excluded, unless intentional and grossly negligent action has been taken.
2. In the event of a breach of essential contractual obligations, we shall be liable for any negligence, but only up to the amount of the foreseeable damage, up to a maximum of EUR 2.5 million. Claims due to loss of profit, saved expenses, claims for damages by third parties and other indirect and consequential damages may not be claimed unless one of our guaranteed quality features just aims to protect the purchaser against such damages to be secured.
3. The limitations and exclusions of liability in paragraphs 1 and 2 shall not apply to Claims arising out of fraudulent conduct and in the event of liability for guaranteed characteristics, for claims according to the Product Liability Act as well as damage resulting from injury to life, body or health.
4. Insofar as liability is excluded and limited, this applies to our employees, representatives and agents.

XI. Assignment

1. The rights of the buyer arising from the business relationship with the seller are non-assignable.

XII. Data protection

In connection with the processing of the order(s), personal data /company-related data is stored within the meaning of the Federal Data Protection Act and used exclusively in the business interest.

XIII. Applicable law, jurisdiction, partial invalidity

1. For these Terms and Conditions and the entire legal relationship between Vendors The law of the Federal Republic of Germany applies to the purchaser. The provisions of the UN Sales Law do not apply.

2. Our registered office is the place of performance for delivery and payment.
3. Insofar as the purchaser is a merchant, a legal entity under public law or a special fund under public law, Berlin is the exclusive place of jurisdiction for all parties arising from the contractual relationship directly or indirectly resulting in disputes.
4. Should a provision in these terms and conditions or a provision under other agreements be or become ineffective, the effectiveness of all other provisions or agreements.