

## **General Terms of Business**

### **A. Preamble & Acceptance**

These General Terms of Business govern all current and future supplies provided by us (the "Seller"). By accepting our goods or services, you (the "Buyer") acknowledge and agree to be bound by these terms. Any conflicting or additional terms proposed by the Buyer will only be considered valid if explicitly agreed upon in writing by the Seller.

### **B. Offers and Order Confirmation**

1. **Current Offer Confirmation:** It is crucial for the Buyer to confirm the latest offer details before any loading commences. Our offers are subject to change without prior notice, and this confirmation ensures both parties are aligned on current pricing, availability, and terms.
2. **Order Placement and Advance Payment:** To secure an order, particularly for imported goods, an advance payment will be required. This advance payment helps us initiate the import process and secure the necessary inventory from our suppliers. The specifics of the advance payment will be detailed in the order confirmation.
3. **Order Binding:** Buyer-placed orders become legally binding upon our written confirmation, which will include details of the advance payment required.

### **C. Delivery Schedules, Delays, and Related Matters**

1. **Lead Time Variability:** As we operate as an importer, the lead time for deliveries can sometimes exceed initial expectations. These potential delays are primarily influenced by factors beyond our direct control, including our overseas suppliers' timelines and the complexities of sea freight. We will endeavor to keep you informed of any significant deviations from the estimated lead times.
2. **Delivery Timing and Compliance:** Legally binding delivery dates must be expressly agreed upon in writing by us. A delivery is considered completed on time if the goods have left our premises or warehouse by the agreed deadline, or if notification of readiness for dispatch has been issued.
3. **Buyer's Options in Case of Delay:** Should we exceed an agreed delivery date, the Buyer must formally request a revised delivery timeframe in writing, allowing us a minimum of three weeks to complete the delivery. If delivery is still not made within this extended period, the Buyer must then decide, within a reasonable timeframe, whether to cancel the contract due to the delay and/or seek compensation, or to still insist on receiving the delivery.

4. **Partial Shipments:** We reserve the right to make partial deliveries. The Buyer may reject a partial delivery if it is demonstrably unreasonable for them. Each partial delivery will be treated as a separate transaction for invoicing purposes.
5. **Suspension of Obligations:** Our delivery obligations and timelines will be temporarily suspended if the Buyer fails to meet their responsibilities, including providing necessary cooperation or making payments owed from current or past transactions.
6. **Financial Stability Concerns:** If, after a contract is formed, we have legitimate reasons to doubt the Buyer's financial stability or creditworthiness, we may cancel the contract unless satisfactory security is provided or payment is made in advance of delivery.
7. **Force Majeure:** Events beyond our reasonable control, including but not limited to strikes, lockouts, and circumstances that significantly complicate or prevent delivery, will be considered Force Majeure. We are entitled to defer deliveries for the duration of such events plus a reasonable recovery period, or to cancel the contract for any unfulfilled portion. This also applies to disruptions in our upstream supply chain.
8. **Reduced Deliveries Due to Shortages:** In situations of widespread product shortages or shortages caused by Force Majeure, we may reduce the quantity of deliveries. In such cases, the Buyer can request a declaration from us indicating whether we intend to cancel the contract or deliver within a reasonable timeframe. If we do not provide such a declaration, the Buyer has the right to cancel the contract.

#### **D. Buyer's Default in Acceptance and Payment**

1. **Default in Acceptance:** If the Buyer fails to accept delivery after we have made a reasonable attempt and set a reasonable grace period, we are entitled to cancel the contract and claim damages in lieu of performance.
2. **Payment Prior to Dispatch:** All payments shall be completed after loading and weighment have been performed and before the tanker dispatches, unless a different arrangement is expressly confirmed in writing by the Seller.
3. **Requested Partial Deliveries:** If partial deliveries are made at the Buyer's request, we reserve the right to implement a proportionate price adjustment.
4. **Call-Off Order Deadlines:** Orders requiring acceptance upon notification of readiness must be accepted by the Buyer within six months of our notification.

#### **E. Shipment, Dispatch, and Risk Transfer**

Unless otherwise specified, the Seller will determine the method of shipment, the route, and the chosen carrier. Our delivery obligation is considered fulfilled once the goods have departed our factory, warehouse, or have been handed over to the designated carrier. At this point, the risk of loss or damage transfers to the Buyer.

## **F. Specifications, Weights, and Quantities for Invoicing**

Dimensions, weights, and quantities as recorded in the shipping documents from the originating plant or warehouse will be the basis for invoicing. Minor deviations that are customary within the industry are permissible. Any claims regarding these must be submitted in writing within 3 business days of the goods arriving at their destination. For deliveries of liquids by tanker, the readings from the calibrated measuring devices on the transport vehicles will be considered authoritative, provided the delivery is made by our tanker or a forwarder appointed by us.

## **G. Pricing and Billing**

Prices for our deliveries will be those in effect on the date of dispatch. Unless otherwise agreed, all costs and charges associated with the shipment will be the responsibility of the Buyer. Freight-paid prices are contingent on unimpeded transportation routes; additional costs due to circumstances like high or low water levels, ice, or similar transport disruptions will be borne by the Buyer. This also extends to costs related to unloading, discharging, and other charges applied in addition to freight. If, after a price has been agreed upon, freight charges, duties, or other shipping-related costs are altered or introduced, we reserve the right to add any resulting additional expenses to the price. For deliveries made internationally, the Buyer is responsible for all duties and expenses associated with the goods crossing the border into the destination country.

## **H. Payment Terms, Set-off, and Related Matters**

1. **Payment Prior to Dispatch:** All payments shall be completed after loading and weighment have been performed and before the tanker dispatches, unless a different arrangement is expressly confirmed in writing by the Seller.
2. **Late Payment Interest:** In the event of overdue payments, we are entitled to charge interest at the rate we are charged by banks for overdrafts, but no less than 8% above the base rate for business transactions and 5% above the base rate for consumer transactions, commencing from the due date.
3. **Application of Payments:** We reserve the right to allocate payments received to the oldest outstanding debt first, including any accrued default interest and associated costs. Deductions for cash discounts on newer invoices are not permissible if older, unpaid invoices remain outstanding.
4. **Representative Authority:** The authority for our representatives and employees to collect payments is only valid if it can be substantiated by appropriate documentation.
5. **Bills of Exchange and Cheques:** The use of bills of exchange for payment is only permitted based on prior agreement with us. Both bills of exchange and cheques are accepted solely as a means of settling payment, not as a discharge of the debt. Any expenses, fees, or charges incurred in the acceptance of bills of exchange will be the responsibility of the Buyer.

## **I. Ownership Rights (Retention of Title)**

All items supplied by us remain our property until all our financial claims against you, regardless of their origin or basis, have been fully satisfied. This includes, but is not limited to, the successful honoring of any cheques or bills of exchange you have provided. Until the complete payment of the purchase price, you are responsible for maintaining insurance on these goods against standard risks.

Any processing or modification of the goods subject to our retention of title will be considered as being performed for us, in our capacity as the manufacturer, without creating any obligations on our part. If you combine these goods with items not belonging to us, we will hold a co-ownership stake in the resulting new item, proportional to the value of our retained goods compared to the value of the other items at the time of combination. The same ownership conditions will apply to this new combined item as they do to the original goods subject to retention of title.

As long as you are not delinquent in your payments, you may sell the goods under our retention of title in the ordinary course of your business, under your standard sales terms, provided you have not agreed to a prohibition of assignment with your customers regarding the purchase price claim. When reselling, you must ensure that ownership transfer to your customers is contingent upon their full payment for the goods.

If you default on your payment obligations or breach any of the retention of title provisions, we have the right to forbid the resale of the goods, demand their immediate return, and arrange for their collection at your expense. Any claims you acquire from reselling the goods under our retention of title are hereby assigned to us upon delivery, regardless of whether the goods are sold to one or multiple buyers, or whether they have been processed. If the goods under retention of title are sold by you along with other items not belonging to us, the assignment of the purchase price claim from that resale will be limited to the invoice value of our specific goods sold. Should you utilize the goods under retention of title to fulfill a contract for work and services, the claim arising from that contract is hereby assigned to us in advance, to the same extent as stipulated for purchase price claims.

You are authorized to collect claims from resale until we revoke this authorization, which we may do at any time, generally only in the circumstances outlined in Section H, point 1. You are not permitted to assign these claims to third parties. Upon our request, you must inform your customers about this assignment to us and provide all necessary information and documentation for collection purposes. You are not permitted to pledge, assign as collateral, or otherwise encumber the goods subject to our retention of title.

## **J. Condition, Guidance, and Usage of Goods**

The quality of the goods is defined solely by the product descriptions, specifications, and markings provided by the Seller. Minor deviations that do not significantly impair the suitability for the intended normal use are considered acceptable. Public statements, endorsements, or promotional materials do not constitute specific quality guarantees for

the purchased item. Any technical guidance provided by the Seller, whether verbal or written, is given without obligation and does not relieve you of the responsibility to test the goods for their suitability, even if generally recommended for a specific application. The suitability of the goods for a particular purpose is not guaranteed unless confirmed in writing by us.

#### **K. Defects and Liability for Defects**

Any visible defects must be reported to the Seller in writing without delay, and no later than 14 days after the goods reach their destination. Any latent defects must be reported without delay upon their discovery. Claims for defects can only be made if a portion of the goods remains unmixed (e.g., in original packaging) and a sample of the defective goods is promptly sent to the place of delivery. In the case of a justified defect claim, we have the option, at our discretion, to rectify the defect or to provide a replacement delivery. If our attempt to rectify the defect or provide a replacement fails within a reasonable timeframe, you may then choose to reduce the purchase price or cancel the contract. Any claims for damages, subject to the limitations outlined in Section L, remain unaffected by this.

#### **M. Handling of Containers and Equipment**

Throughout the rental period, the Buyer assumes full responsibility and all costs for complying with legal and official requirements pertaining to the hired containers. The Buyer is accountable for the returnable containers from the moment they are dispatched or made ready for dispatch, until they are returned to our facility, including any risks associated with them during that period. If tanks, dispensing, or filling equipment are loaned or rented to the Buyer for use with our products, the terms outlined above shall apply similarly, unless specifically stated otherwise. The Buyer is responsible for all routine maintenance and servicing of this equipment. We disclaim any liability for defects or damage that arise from the condition of containers or transport vessels supplied by the Buyer.

#### **N. Governing Clauses**

The primary location for fulfilling delivery obligations is our shipping point. All payment obligations are to be fulfilled at our company's registered office. Our company's registered office shall serve as the exclusive venue for resolving all disputes arising from delivery transactions, including proceedings involving bills of exchange and cheques, and also applies to third parties who are liable for the Buyer's obligations. This jurisdiction also remains in effect if legal action is initiated through dunning proceedings, or if the Buyer relocates their residence or habitual abode outside of Germany after the contract's formation, or if their residence or habitual abode is unknown at the time legal action commences. Notwithstanding the foregoing, we retain the right to pursue claims at the Buyer's own place of jurisdiction.

All legal relationships between the Buyer and us shall be exclusively governed by the laws Germany. Should any provision within these terms be or become invalid, the remaining provisions will continue to be valid and enforceable. The parties involved are obligated to

mutually agree upon a new provision that most closely approximates the intent and purpose of the invalid provision.