

I. General

1. These General Terms and Conditions of Sale address entrepreneurs, legal entities under public law or special funds under public law. An entrepreneur is a natural person or legal entity or an incorporated partnership which, when entering into a legal transaction, acts in the exercise of its commercial or independent professional activity.
2. All deliveries and services are based on these General Terms and Conditions of Sale and any separate individual contractual agreements. Different or conflicting general terms and conditions of purchase of the buyer shall not become an integral part of the contract even by acceptance of the order. The general terms and conditions of the buyer are expressly contradicted if they deviate from these General Terms and Conditions of Sale to our disadvantage. They are not binding upon us even if we have not – expressly – contradicted them again after receipt by us.
3. A contract is created – in the absence of specific agreement – upon our written confirmation of the order. Our information and details in brochures, catalogues, mailings or similar advertising material are subject to change and not binding upon us.
4. These General Terms and Conditions of Sale apply to all deliveries, also future deliveries, of our company.

II. Prices and payment

1. Pricing is based on the details in our order confirmation. Value added tax, if incurred, shall be added to the prices at the respective legally valid rate.
2. The due date of the purchase price shall be determined according to the details in our order confirmation. In case of delay, we shall have the right to calculate default interest in accordance with statutory provisions and to refuse further performance of the contract. The assertion of further damage for delay remains reserved.
3. The buyer shall be entitled to withhold payments or offset them against counterclaims only if its counterclaims are undisputed or have been recognized by a binding judgment.

III. Delivery time, delay in delivery

1. The delivery time follows from the agreements between the contracting parties.
2. Compliance with the delivery time is subject to correct and timely delivery by our suppliers. We shall notify delays which become apparent as soon as possible.
3. If shipment of the delivery item supplied by us is delayed for reasons for which the buyer is responsible, the buyer shall be charged for the costs incurred by the delay.
4. Insofar as trade terms in accordance with the International Commercial Terms (INCOTERMS®) have been agreed, the INCOTERMS® 2020 shall apply to their application and interpretation.

IV. Passing of risk

1. Unless otherwise contractually agreed, the following shall apply with regard to the passing of risk:
 - a) All our deliveries shall be made ex warehouse. Transport insurance shall be concluded only at the express request of the buyer in its name and at its expense.
 - b) Shipment shall be made at the expense and risk of the buyer. Risk shall pass to the buyer upon handover to a freight forwarder or carrier but at the latest upon leaving our warehouse, also in the case of delivery free to destination. If shipping is delayed by the buyer's conduct, the risk shall pass to the buyer already upon notification that the delivery is ready for shipment.
2. Partial deliveries shall be admissible if this is reasonable for the buyer.

V. Retention of title

1. We shall retain title to the delivery item supplied by us until receipt of all payments – also for any ancillary services additionally owed – arising from the purchase contract.
2. In the event of the buyer's conduct in breach of the contract, especially in the case of default in payment, we shall have the right to take back the delivery item after reminder notice and the purchaser shall be obliged to surrender the delivery item. If the delivery item supplied by us is mixed or combined with other items and our ownership of the delivery item lapses as a result, the buyer shall transfer co-ownership to us in the ratio of the invoice value of our delivery item to the total value of the new article and shall hold such goods in safe custody for us free of charge.
3. The buyer may resell the delivery item supplied by us only in

the normal course of business on its normal terms and conditions and as long as the buyer is not in default provided that the claim from the resale together with ancillary rights pass to us.

4. The buyer's claims arising from the resale are already now assigned to us, namely in their full amount. We accept this assignment.
5. If the value of the securities provided to us exceeds our claims, we shall be obliged to release securities of our choice at the request of the purchaser. An assertion of the reservation of title by us shall only also constitute a withdrawal if we declare this in writing.

VI. Claims based on defects

1. The buyer shall inspect the delivery item immediately upon receipt with the reasonable diligence afforded by the circumstances. Section 377 German Commercial Code (*Handelsgesetzbuch*) shall apply.
2. Our warranty obligations are determined by statutory provisions with the proviso that we shall bear the expenses required for the purpose of inspection and supplementary performance, in particular costs for transport, travel, labor and material if a defect actually exists. However, if a request by the buyer to remedy a defect proves to be unjustified, we can require the buyer to reimburse the costs incurred as a result.

VII. Product information

Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications in their current version. Any information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us as such in written form. Written and verbal information about goods, equipment, plant, applications, processes and process instructions is based on research and experience in the field of applied engineering. We provide such information, which is accurate to the best of our knowledge, subject to our right to modify and further develop it and such information shall not be binding. The aforesaid shall not release purchaser of its obligation to verify the suitability of our goods for the use intended by purchaser. This shall also apply to the protection of third parties' intellectual property rights.

VIII. REACH clause

If the buyer notifies us of a use pursuant to Article 37.2 of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH Regulation) as amended on December 13, 2021 that requires an update of the registration or the chemical safety report or that triggers another obligation under the REACH Regulation, the buyer shall reimburse us for all proven expenses. Art. 53 of the REACH Regulation shall remain unaffected. We shall not be liable for any delays in delivery caused by the disclosure of such use and the fulfillment by us of the corresponding obligations under the REACH Regulation. Should we not be able to include this use as an identified use for reasons of health or environmental protection, and should the purchaser, contrary to our advice, intend to use the goods in the manner we have advised against, we may withdraw from the contract.

IX. Liability, exclusion of liability

1. We shall be liable for damages, for whatever legal reasons, only
 - a) in the case of intent;
 - b) in the case of gross negligence of our executive management or executive employees;
 - c) in the event of culpable injury to limb, life, health;
 - d) in the case of fraudulently concealed defects;
 - e) in the case of defects in the delivery item if we are liable for personal injury or property damage to privately used items according to the German Product Liability Act (*Produkthaftungsgesetz*).
2. In the case of culpable violation of material contractual obligations (so called cardinal obligations, i.e. obligations, the fulfillment of which make the due performance of the contract at all possible in the first place and where the contracting partner regularly relies on and may rely on compliance with such obligations), we shall be liable also in the case of gross negligence of non-executive employees and other vicarious agents and in the case of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.
3. We reserve the right to the defense of the buyer's contributory negligence.

X. Limitation

All claims of the buyer - for whatever legal reasons - shall be subject to a limitation period of 12 months as of delivery. Statutory periods shall apply to damage claims according to Art. IX above.

XI. Force majeure

1. In the event of force majeure, we shall have the right to extend the delivery period appropriately or to rescind the contract without granting damages. This shall not affect any right of rescission of the buyer. Circumstances constituting force majeure which we cannot avert when exercising reasonable diligence given the circumstances of the case e.g. war, currency and trade measures or measures of public authority, legislative changes, civil commotion, forces of nature, fire, strikes, lock-outs and the non-supply of primary material through no fault of our own, traffic and operational disruption and other cases of force majeure which jeopardize the performance of the supply contract, make it significantly more difficult, impossible or unreasonable. We shall notify the buyer of the commencement and end of such circumstances as soon as possible. The conditions of a pandemic, in particular the COVID 19 pandemic, prevailing and known to us at the time of the conclusion of the contract shall not be deemed a case of force majeure. However, deteriorations or changes in conditions compared to the time of the conclusion of the contract may constitute a case of force majeure, in particular if our supply chains or transport routes are affected.
2. In the event of rescission for the reasons stated above, we undertake to refund the consideration (payment of the purchase price) to the buyer immediately.

XII. Compliance with Statutory Regulations, Export and Customs Regulations, Indemnification, Rescission

1. Unless otherwise agreed in written form, purchaser shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the goods. In particular, but not limited to, the purchaser shall not use, sell or otherwise dispose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs; in violation of applicable sanctions or embargoes; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations. The purchaser shall indemnify us against, and hold us harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by purchaser of its obligations set forth above.
2. Where a statutory or regulatory approval requirement applies to the export of our goods/services at the time of delivery/performance and such export approval is not granted upon request, we shall be entitled to rescind. Delays in obtaining such approvals by responsible authorities will not result in the right to claim for damages.
3. We are also entitled to rescind in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.
4. If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier's declaration, invoice declaration) without signature. We confirm that the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth in Regulation (EU) No. 2015/2447.

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1. If individual provisions of these General Terms and Conditions of Sale are invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the other General Terms and Conditions of Sale.
2. Verbal ancillary agreements are deemed not to have been concluded. Amendments to and modifications of the contract shall require the written form. This shall also apply to agreements on waiver of the written form.
3. All legal relations between us and the buyer are governed exclusively by the law governing legal relations between domestic parties of the Federal Republic of Germany, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 as amended.
4. Place of jurisdiction is Duisburg. We shall, however, also have the right to bring an action at the location of the buyer's head office.

XIII. Severability clause, applicable law, place of juris-