

**General Terms and Conditions of Sale and Delivery**  
of CHT Germany GmbH, Bismarckstr. 102, 72072 Tübingen - Germany  
(Current as of January 2023)

**I. Scope; Offer, Contract Conclusion**

1. The following General Terms and Conditions of Sale and Delivery are valid for all deliveries, services (including application-specific advice) and offers by us. The present General Terms and Conditions of Sale and Delivery are an integral part of all contracts concluded by us with our contractual partners (hereinafter called "Purchasers") on the deliveries or services offered by us. They are valid also for all future deliveries, services or offers vis-à-vis the Purchaser, even if they are not separately agreed again.
2. Our General Terms and Conditions of Sale and Delivery apply exclusively. Different, contrary or supplementary General Terms and Conditions of the Purchaser or third parties shall not apply, even if we do not expressly object to their application in the individual case. Even if we refer to a letter containing General Terms and Conditions of the Purchaser or a third party or which refers to such General Terms and Conditions, this does not constitute an agreement to the validity of such General Terms and Conditions. The same applies, if we, being aware of the General Terms and Conditions of the Purchaser, carry out delivery to the Purchaser without reservation.
3. Individual agreements made with the Purchaser on an individual case basis (including side agreements, additions and amendments) in any case shall take priority over the present General Terms and Conditions of Sale and Delivery. For the content of such agreements, a written contract and/or our written confirmation shall be authoritative subject to proof to the contrary.
4. Our offers are subject to change and without obligation, unless they are expressly designated as binding or contain a specific term of acceptance. Purchase orders or contracts can be accepted by us within fourteen days after receipt.
5. Our indications made on the object of delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations of same (e.g. drawings and illustrations) are only approximately authoritative, unless usability for the contractually stipulated purpose requires precise conformity. They are no guaranteed quality characteristics but descriptions or designations of the delivery or service. Commercial differences and differences made due to statutory provisions or constitute technical improvements as well as modifications in the technical construction and in chemical composition of the products are admissible insofar as they do not affect usability for the contractually stipulated purpose.

**II. Prices and Payment**

1. The prices apply to the scope of services and delivery specified in the order confirmations. Additional or special services are charged separately. The prices are to be understood in EUR ex works plus packaging, statutory V.A.T., in the case of export deliveries customs duties as well as fees and other public charges.
2. Invoice amounts are payable within 30 days after date of invoice without any deduction, unless otherwise agreed upon in writing. Receipt by us is authoritative for the date of payment.

3. Upon expiration of the above payment term, the Purchaser is in default. Interest shall be payable with respect to the purchase price during default at the respective applicable statutory default interest rate. We reserve the right to claim further default damages.
4. The Purchaser shall be entitled to rights of set-off or retention only insofar as its claim has been established as being final and absolute or is undisputed.

In the case of defects of delivery, the counter-claims of the Purchaser, in particular pursuant to Section V.4. sentence 2 of the present General Terms and Conditions of Sale and Delivery, remain unaffected.

5. We are entitled to carry out or provide still outstanding deliveries or services only against prepayment or provision of security, if after conclusion of contract we become aware of circumstances, which are of a nature to significantly reduce creditworthiness of the Purchaser, and by which payment of our outstanding receivables by the Purchaser from the respective contractual relationship (including from other individual contracts for which the same framework agreement is valid) is compromised.

### **III. Delivery and Delivery Time**

1. Deliveries are made ex works (Incoterms 2020), unless otherwise agreed upon in writing.
2. Terms and dates for deliveries and services envisaged by us are always only approximate, unless expressly a fixed term or a fixed date has been promised or agreed upon. If shipment has been agreed upon, the delivery terms and delivery dates refer to the time of transfer to the carrier, freight forwarder or other third party appointed to carry out transport.
3. Irrespective of our rights from default of the Purchaser, we can request from the Purchaser extension of terms of delivery and service or a postponement of dates of delivery and service by the time period during which the Purchaser does not comply with its contractual obligations vis-à-vis us.
4. Delivery dates shall be extended appropriately in the event of force majeure or other unforeseen circumstances at the time of conclusion of the contract and for which we are not responsible (e.g. disruptions of operations of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, outbreaks of pandemics or epidemics, difficulties in procuring the necessary official permits, official measures and orders (e.g. closure of plants or quarantine orders), incorrect or untimely delivery by suppliers) insofar as such obstacles have influence on the completion or delivery of the delivery item. We are also not responsible for the above-mentioned circumstances if these occur during an already existing default. This also shall apply if these circumstances occur at our pre-suppliers. Should we be able to foresee that the delivery item cannot be delivered on the agreed delivery date or within the delivery period due to the above-mentioned circumstances, we will inform the partner about the reasons for the delay of delivery and, if possible, the expected delivery date. We shall be entitled to withdraw from the contract in whole or in part if the delivery item is not available even within the new delivery period; we will immediately refund any provided consideration already paid by the partner. If delivery or service becomes impossible or unreasonable due to the circumstances above, we shall be released from the delivery obligation. If delivery time is extended, we declare our withdrawal from the contract or if we are released from the delivery obligation, the partner cannot claim for damages.
5. We shall be entitled to partial deliveries, if

- the partial delivery can be used by the Purchaser within the scope of the contractually stipulated purpose,
  - delivery of the remaining goods ordered is guaranteed, and
  - no considerable additional expenditure or surplus cost are incurred by the Purchaser as a result (unless we declare our willingness to pay these cost).
6. If we are in default with a delivery or service or if a delivery or service becomes impossible for us for any reason whatsoever, our liability shall be restricted to the damage compensation in accordance with Section VII. of the present General Terms and Conditions of Sale and Delivery.

#### **IV. Place of Performance, Shipment, Passing of Risk, Packaging, Acceptance**

1. Place of Performance for all obligations from the contractual relationship is the place of delivery (Section III.1.), unless otherwise specified. Upon request and cost by the Purchaser, the goods will be shipped to a different place of destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed upon, we shall be entitled to determine the type of shipment (in particular the transport company, shipment route, packaging) ourselves.
2. The risk of accidental destruction and accidental deterioration shall pass to the Purchaser upon handing over of the delivery object at the latest. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental destruction and of accidental deterioration of the goods as well as the risk of delay passes to the carrier, the freight forwarder or the individual otherwise appointed for carrying out the shipment already with delivery.
3. If acceptance is stipulated by law or has been agreed upon, it is authoritative for the passing of risk. Also otherwise, the statutory provisions of the law on contracts for work and services shall apply accordingly with respect to an agreed upon acceptance. Default of acceptance by the Purchaser equates handing over and/or acceptance
4. Returnable packaging must be returned immediately by the Purchaser at Purchaser's expense. Loss or damage of a returnable packaging shall be at the expense of the Purchaser, if the Purchaser is responsible for it. Returnable packaging must not be used for other purposes or for holding other products. It is only intended for transport of the goods delivered. Labelling must not be removed.

#### **V. Warranty, Material Defects**

1. The warranty period is one (1) year as from delivery or, if acceptance is required, as from acceptance. This delay shall not be valid for damage claims of the Purchaser from injury to life, body or health or from intentional or grossly negligent breaches of duty by us or by our vicarious agents which each become time-barred in accordance with statutory provisions.
2. Purchaser's claims based on defects require that the Purchaser has complied with its statutory obligations to investigate and notify defects (Sections 377, 381 HGB [German Commercial Code]). The Purchaser must, if necessary, by trial processing, verify whether the goods delivered are suitable for the intended use. If upon delivery, investigation or at a later point in time a defect is revealed, this must be promptly notified to us in writing. In any case, obvious defects must be notified to us in writing not later than within ten (10) workdays as from delivery, and defects, which cannot be discovered during investigation, must be notified to us in writing as from discovery within the same period of time. Product designation and package signing as well as invoice and consignment number must be indicated. A contested delivery object must be returned to us at our expense. If increased cost are incurred, because the delivery object is at a different place than the place of

intended use, such increased cost are not borne. Return shipment shall occur after prior agreement with us.

3. In the case of material defects of the objects delivered, we are obliged and entitled at our option, which has to be made within a reasonable period of time, at first to perform a rework or a replacement delivery. In case of failure, i.e. impossibility, unreasonableness, refusal or inadequate delay of rework or replacement delivery, the Purchaser can withdraw from contract or reasonably reduce the purchase price.
4. We shall be entitled to carry out the subsequent performance owed subject to payment of the due purchase price by the Purchaser. But the Purchaser shall be entitled to retain a reasonable portion of the purchase price in relation to the defect.
5. If a defect is based on our fault, the Purchaser can request damage compensation under the prerequisites stipulated in Section VII.
6. In the case of defects of substances by other manufacturers, which cannot be eliminated by us for licensing or actual reasons, we will raise at our option our warranty claims against the manufacturers and suppliers for the account of the Purchaser or assign these to the Purchaser. Warranty claims against us with respect to such defects exist under further conditions and in accordance with the present General Terms and Conditions of Sale and Delivery only, if judicial enforcement of the above mentioned claims against the manufacturer and supplier had been unsuccessful or, e.g. due to insolvency, has no prospect of success. During the duration of the legal dispute, the statute of limitations of the respective warranty claims of the Purchaser against us is suspended.
7. The warranty does not apply, if the Purchaser without our approval modifies the delivery object or has it modified by third parties, and thus renders impossible or unreasonably impedes the elimination of defects. In any case, the Purchaser has to bear the surplus cost of the elimination of defects which are due to modification.

## **VI. Property Rights**

1. In accordance with the present Section VI, we guarantee that the delivery object is free of industrial property rights or third party copyrights. Each contractual partner will promptly inform the other contractual partner in writing, if claims are raised against it for the infringement of such rights.
2. If the delivery object infringes an industrial property right or third party copyright, we will at our option and at our expense modify or replace the delivery object such that third party rights are no longer infringed but that the delivery object continues to comply with the contractually stipulated functions, or we will procure the right of use for the Purchaser by concluding a license agreement with the third party. If we fail to do so within a reasonable period of time, the Purchaser shall be entitled to withdraw from contract or to reasonably reduce the purchase price. Possible damage claims of the Purchaser are subject to the restrictions of Section VII. of the present General Terms and Conditions of Sale and Delivery.
3. In the case of infringements of rights by products of other manufacturers delivered by us, we will at our option raise our claims against the manufacturers and sub-suppliers for the account of the Purchaser or assign them to the Purchaser. Claims against us exist in these cases in accordance with the present Section VI. only, if judicial enforcement of the above mentioned claims against the manufacturers and sub-suppliers had been unsuccessful or, e.g. due to insolvency, has no prospect of success.

## **VII. Liability for Damage Compensation due to Fault**

1. Our liability for damage compensation for whatever legal reason, in particular due to impossibility, default, defective or wrong delivery, breach of contract, violation of duties in contract negotiations and tortious act is restricted in accordance with the present Section VII. insofar as it is at fault.
2. We shall not be liable in the case of simple negligence of our bodies, legal representatives, employees or other vicarious agents insofar as it is no violation of essential contractual obligations. Essential to the contract are the obligation for punctual delivery and, if required, installation of the delivery object, its freedom from defects of title as well as those material defects, which affect its functionality or serviceability more than only insignificantly, as well as obligations to give advice, to protect and to exercise proper care, which shall permit to the Purchaser use of the delivery object according to contract or which shall protect body or life of the Purchaser's personnel or its property against considerable damage.
3. Insofar as we are liable for damage on the merits in accordance with Section VII.2., said liability is limited to damage, which has been foreseen by us on contract conclusion as a possible consequence of a contract violation or which should have been foreseen by us when applying due care. Furthermore, indirect damages and consequential damages, which are a consequence of defects of the delivery object, are only eligible for compensation, insofar as such damages can be typically expected when the delivery object has been used for its intended purpose.
4. In the case of liability for simple negligence, our obligation to pay compensation for property damage and resulting further financial loss is limited to an amount of EUR 25 million per damage event, even if it is a violation of essential contractual obligations.
5. The above exclusions and restrictions of liability are valid to the same extent with respect to the bodies, legal representatives, employees and other vicarious agents of us.
6. Moreover, the Purchaser must mandatorily comply with the specifications in the safety data sheet for handling of the substances delivered and their field of application. All data and information on suitability and application of the products delivered do not release the Purchaser from own inspections and tests as to whether the products are suitable for the processes and purposes intended.
7. The restrictions of the present Section VII. do not apply to our liability for intentional behaviour, for guaranteed characteristics, for violation of life, body or health or in accordance with the product liability law.

## **VIII. Retention of Title**

1. We retain ownership of the goods delivered until the Purchaser has fully paid all our present and future claims from the purchase contract and a current business relationship (secured claims).
2. Prior to full payment of the secured claims, the goods under retention of title must neither be pledged to third parties nor transferred by way of security. The Purchaser must promptly inform us in writing, if an application for opening of insolvency proceedings is

being filed or if any third party interference with respect to the goods owned by us occurs (e.g. attachment).

3. In the case of behaviour of the Purchaser contrary to contract, in particular in the case of non-payment of the purchase price due, we shall be entitled to withdraw from contract pursuant to statutory provisions, and to demand return of the goods due to the retention of title and withdrawal. If the Purchaser does not pay the purchase price due, we shall only be allowed to assert these rights, if we have previously set unsuccessfully an adequate time limit for payment to the Purchaser or such setting of a time limit is unnecessary pursuant to statutory provisions.
4. The Purchaser is obliged to keep the goods under retention of title in safe custody, and to insure them at its own expense against loss and damage. The Purchaser hereby assigns by way of security in advance to us its claims from the insurance contracts.
5. The Purchaser is authorised to resell and/or process further the goods under retention of title in the normal course of business. In that case, the following provisions apply in addition.
  - (a) The retention of title extends to the products arising by processing, mixing or combining of our goods at their full value, and we shall be considered as the manufacturer. If, in the case of processing, mixing or combining with third party goods, their retention of title remains to exist, we shall acquire joint ownership in proportion to the invoice values of the processed, mixed or combined goods. Moreover, the same applies to the resulting product as to the goods delivered under retention of title.
  - (b) The claims against third parties arising from resale of the goods or the product are assigned by way of security to us already now by the Purchaser in total and/or in the amount of our possible co-ownership share pursuant to the above paragraph. We accept the assignment. The obligations of the Purchaser mentioned in paragraph 2 are valid also in consideration of the claims assigned.
  - (c) Besides ourselves, the Purchaser remains authorised to collect the claim. We undertake not to collect the claim as long as the Purchaser complies with its payment obligations towards us, does not default on payment, no application for opening of insolvency proceedings is filed, and no other deficiency in its performance capacity exists. But if this is the case, we can request that the Purchaser informs us on the claims assigned and their debtors, provides all details necessary for collection, hands over the associated documentation, and informs the debtors (third parties) of the assignment.
  - (d) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities at our option upon request by the Purchaser.

## **IX. Choice of Law and Place of Jurisdiction**

1. The contractual relationship and all legal relations arising therefrom are governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Prerequisites and effects of the retention of title according to Section VIII. shall be governed by the laws of the respective place where the goods are stored, if it stipulates that the choice of German law is inadmissible or invalid.
2. If the Purchaser is a merchant, a legal entity under public law or a special fund under public law or if the Purchaser has no place of general jurisdiction within the Federal

Republic of Germany, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship between us and the Purchaser at our choice is Tübingen (Federal Republic of Germany) or the registered offices of the Purchaser. For legal actions taken against us, however, Tübingen (Federal Republic of Germany) has exclusive jurisdiction in that cases. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.