

Standard Terms and Conditions of Purchase of ChemSynergy GmbH

1. General Provisions

1.1. These Standard Terms and Conditions of Purchase (hereinafter referred to as the "Terms and Conditions") apply to contracts with the supplier (hereinafter referred to as the "Supplier") for the supply of goods and services to ChemSynergy GmbH (hereinafter referred to as "CS"). Unless otherwise agreed, the Terms and Conditions apply as a framework agreement in the version valid at the time that CS places an order, in any case, in the most recent version provided to the Supplier. They also apply as a framework agreement to future contracts without it being necessary for CS to make reference to them again in each individual case.

1.2. These Terms and Conditions apply to the exclusion of all others. The Supplier's standard terms and conditions will only apply where CS has, by expressly referencing them, agreed in writing to their application. A mere reference to a letter from the Supplier that contains or refers to its standard terms and conditions will not constitute agreement on the part of CS to their application. These Terms and Conditions will also apply if CS accepts delivery of the goods and/or services in the knowledge that the Supplier's standard terms and conditions contradict or deviate from these Terms and Conditions.

1.3. Any agreements made individually with the Supplier will take precedence over these Terms and Conditions. Subject to any evidence to the contrary, a written contract or CS's written confirmation will be essential evidence of the content of such agreements.

1.4. Any legally significant declarations by the Supplier must be in writing or in electronic form (e.g. letter or e-mail). Any statutory formal requirements remain unaffected.

2. Quotations and Conclusion of Contract

2.1. Quotations and cost estimates by the Supplier will be provided free of charge and will not establish any obligations on the part of CS.

2.2. If there are any differences between the Supplier's quotation and CS's request for a quotation, the Supplier must expressly draw CS's attention to them and, in addition, it must offer CS alternatives that are technically or commercial more favorable compared to its request.

2.3. Orders placed by CS will be deemed binding, at the earliest, upon written submission.

2.4. The Supplier must, within a period of one week, confirm CS's orders in writing or dispatch the goods (acceptance). Confirmation of acceptance received after that time will be considered a new quotation and will require acceptance by CS.

3. Delivery Date, Changes to Deliveries of Goods and/or Services

3.1. The Supplier must comply with the delivery dates agreed for the delivery of the goods and services. In the case of the supply of goods, the delivery by the Supplier of goods that are free from defects to CS at the location named in the order (hereinafter referred to as the "Place of Destination"), together with the required shipping documents, during normal business hours will be decisive for compliance with the delivery deadline. If the supply of goods includes assembly and/or service, the handover of the goods free from defects after due completion of assembly and/or service will be decisive for compliance with the delivery deadline. If an acceptance procedure is provided for by law or has been agreed by contract, the time of acceptance is decisive for determining compliance with the deadline. If the Supplier wishes to deliver the goods and/or services early or in installments, it must obtain CS's prior written consent.

3.2. Where the Supplier becomes aware that it will not be able to comply with all or some of its contractual obligations or will not be able to comply with them on time, it must notify CS of this in writing and explain the reasons for and the likely duration of the delay. The unconditional acceptance of a delayed (partial) delivery of goods and/or services does not constitute a waiver by CS of any rights or claims to which it is entitled on account of the Supplier's failure to make (partial) delivery of goods and/or services on time.

3.3. If the Supplier wishes to make changes to the goods and/or services delivered, it must obtain CS's prior written consent.

3.4. The Supplier must notify CS in good time of any documents that it requires from CS or any other agreed action by CS that it requires for the performance of the contract.

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4. Sustainability

4.1. CS's guiding principle is sustainable development and it complies with internationally recognized fundamental standards for occupational health and safety, environmental protection, labor law and human rights, as well as for responsible corporate governance (hereinafter referred to as the "ESG Standards"). CS expects the Supplier to comply with ESG Standards. In addition, CS requires the Supplier to encourage its sub-suppliers and sub-contractors to comply with appropriate standards. CS is, after notifying the Supplier accordingly, entitled itself to verify that the Supplier is in compliance with the ESG Standards or to have a third party do so.

4.2. In performing the contract, the Supplier must comply with CS's requirements for occupational health and safety and environmental protection specified in the contract.

5. Quality

5.1. The Supplier will implement and maintain effective quality assurance and will, upon request, provide evidence of same to CS. For this purpose, the Supplier will use a quality assurance system with the elements of ISO 9000 et seq. or equivalent.

5.2. CS will, after notifying the Supplier accordingly, be entitled to inspect the Supplier's quality assurance system itself or to have a third party do so.

6. Engagement of Subcontractors

6.1. If the Supplier wishes to use a third party in the performance of the contract (in particular, a subcontractor of any grade) or to change subcontractors, it must first obtain CS's written consent.

6.2. If the Supplier intends from the outset to use third parties for the performance of the contract, the Supplier will inform CS of this in its quotation.

7. Delivery, Shipping, Packaging, Passing of Risk

7.1. Unless otherwise agreed, the delivery of goods is "DAP - Delivery at Place of Destination (ICC Incoterms 2020)" at the place specified in the order. Unless otherwise agreed, the Supplier must include, with its delivery, the delivery note in duplicate, packing slips, cleaning certificates and test certificates in

accordance with the agreed specifications and any other required documents. In all shipping documents, the Supplier must include, if known, the order number, gross and net weight, number of packages and type of packaging (disposable/reusable), date of completion, Place of Destination (unloading point) and consignee and, in the case of projects, job number and the place of installation. In the case of packaged goods, the Supplier must include such information on the outer packaging.

7.2. Where goods are delivered from a third country (imports), the shipping documents must state whether or not the goods have been cleared through customs.

7.3. If the goods have not been cleared through customs, the Supplier will submit the following customs clearance documents to CS: Transport documentation (e.g. T 1), transport documents, customs or commercial invoice, certificates of preferential origin such as Form A, EUR.1, A.TR., proof of origin and, if necessary, other documents required for customs clearance. The Supplier must also ensure that the information for the preliminary customs declaration procedure is complete, correct and available in good time to the party who is responsible for lodging the preliminary declaration so that no delays in delivery can arise from this.

7.4. Where goods have cleared customs, the proof of customs clearance (e.g. ATC number, tax assessment number) must be noted in the transport documents.

7.5. If the Supplier knows that the goods will be (re)exported, it must provide CS with written details of any authorization requirements for (re)exports under the respective national export and customs regulations as well as of the export and customs regulations of the country of origin of the goods and services.

7.6. The Supplier must exercise due diligence in safeguarding the interests of CS during shipping. To ensure that no transport damage occurs, the goods must be packed using packaging materials that are permitted at the Place of Destination. The Supplier will, in accordance with the statutory provisions, be liable for damage resulting from improper packaging.

7.7. In the case of domestic deliveries, the Supplier will, at

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CS's request, itself collect or arrange for a third party to collect outer packaging, transport packaging and sales packaging at the Place of Destination.

7.8. The Supplier must pack, label and ship hazardous products in accordance with the relevant national and international regulations. The Supplier will fulfill all obligations incumbent upon a supplier (as defined in Article 3 No. 32 of EC Regulation 1907/2006/EC (hereinafter referred to as the "REACH Regulation")) pursuant to the REACH Regulation in connection with the supply of the goods. In particular, it will provide CS with a safety data sheet pursuant to Article 31 of the REACH Regulation in the language of the recipient country in all cases in which this is required by Article 31(1) to (3) of the REACH Regulation.

7.9. The Supplier bears the risk of loss or damage to the goods until they have arrived, together with the documents referred to in sections 7.1 and 7.2, at the Place of Destination. If delivery of the goods includes assembly and/or service, the risk will pass after proper completion of assembly and/or service, and acceptance.

7.10. If an acceptance procedure is provided for by law or has been agreed by contract, the risk will pass upon CS's acceptance. If a formal acceptance has been agreed, the risk will not pass until CS has confirmed, in an acceptance report, the successful completion of acceptance. CS's payment of invoice amounts will not be a substitute for formal acceptance.

7.11. The question of whether CS has failed to accept delivery will be governed by the statutory provisions. The Supplier must nonetheless expressly tender delivery to CS even where a specific or determinable calendar time for CS's action or cooperation (e.g. provision of materials) has been agreed.

8. Origin of Goods

8.1. The Supplier will state the non-preferential origin of the goods (country of origin) in commercial documents and will, upon request from CS, provide a certificate of origin for the goods.

8.2. The goods must meet the conditions of origin of the bilateral or multilateral preferential trade agreements or the unilateral conditions of origin of the Generalized System of Preferences for Beneficiary Countries (GSP) if the deliveries are within the scope

of these movements of goods.

9. Prices, Terms of Payment, Rights of Set-Off or Retention

9.1. The price stated in the order is binding. Prices include statutory VAT unless VAT is shown separately.

9.2. Unless agreed otherwise in an individual case, prices cover all of the Supplier's products and ancillary services (e.g. assembly, service) and all ancillary costs (e.g. proper packaging, shipping costs).

9.3. The agreed price is due and payable within 30 days from complete delivery of the goods and services (including, where applicable, an agreed acceptance procedure) and receipt of a proper invoice. If CS makes payment within 14 calendar days, the Supplier will grant it a 3% discount on the net amount of the invoice. In the case of bank transfers, payment is considered timely if CS's bank receives CS's transfer order before the expiry of the payment deadline; CS accepts no responsibility for delays caused by the banks involved in the payment process.

9.4. It cannot be inferred from CS's payment that it accepts the Supplier's conditions or prices, and payment will not affect CS's rights and remedies for defective performance or its right to object to an invoice for other reasons.

9.5. CS will not be liable for default interest as from the date payment is due. The statutory provisions will govern default in payment.

9.6. CS will be entitled to the full range of statutory set-off and retention rights. It reserves the right to plead non-performance of the contract as a defense. CS will be entitled in particular to withhold payments that are due for as long as it has any claims against the Supplier for incomplete or defective performance.

9.7. The Supplier will be entitled to exercise a right of set-off or a right of retention only in respect of counterclaims that are res judicata or undisputed.

10. Characteristics of the Goods and/or Services, Notice of Defects, Rights and Remedies in the Event of Defects

10.1. Unless agreed otherwise below, CS is entitled to the statutory rights and remedies for any defects in quality or title in relation to the goods and services or

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other breaches of duty on the part of the Supplier.

10.2. The Supplier must deliver goods and services free from defects, in particular it must comply with the agreed product or performance specifications, and deliver goods with the contractually agreed qualities or characteristics. In addition, the Supplier warrants that the goods and services will comply with the state of the art and - if relevant - with generally recognized safety engineering, occupational medicine and hygiene regulations, that the services will be performed by qualified personnel and will comply with the relevant legal provisions at the Place of Destination. Where the Supplier delivers machines, devices or equipment, they must comply with the requirements of the special safety regulations for machines, devices and equipment that are in force at the time of performance of the contract and furthermore must have a CE marking.

10.3. The Supplier must, in particular, ensure that the substances contained in the goods are effectively pre-registered, registered (or exempted from registration) and, where relevant, authorized in accordance with the requirements of the REACH Regulation for the uses stated by CS. If the product is an article within the meaning of Article 7 of the REACH Regulation, the preceding sentence will apply in relation to substances released from such article.

10.4. Where a substance that meets the criteria of Articles 57 and 59 of the REACH Regulation (substances of very high concern, SVHC) is present in a component of an article at a concentration of more than 0.1 % weight by weight (w/w), the Supplier will inform CS without delay. This also applies in relation to packaging products.

10.5. The following will apply to the duties of a trader to inspect goods and give notice of defects: CS's duty to inspect goods will be limited to the detection of defects which are obvious upon inspection of incoming goods and shipping documents (e.g. shipping damage, delivery of the wrong goods and shortfalls in deliveries). CS will notify the Supplier of any obvious defects within ten (10) days from delivery. Where defects first become apparent at a later date, CS will notify the Supplier within ten (10) days after discovery. If CS sends a notice of defects within these periods, the notice will be deemed to have been given without undue delay and in good time.

10.6. Where the goods are defective, CS will be entitled to demand a cure (repair or replacement) in accordance with the statutory provisions. CS will be entitled to choose which method of curing the defect the Supplier should use. CS may elect to have the cure carried out at the Place of Destination or at the place of the acceptance of the goods, if an acceptance procedure is provided for by law or has been agreed by contract, or at another location provided that such place was known to the Supplier at the time the contract was concluded. The Supplier will bear the necessary expenses for carrying out the cure. In the handling of the cure, the Supplier will be guided by CS's operational needs.

10.7. If the Supplier has not carried out the cure within a reasonable period of time or if the cure was unsuccessful or if the necessity for setting a deadline for effecting a cure can be dispensed with, CS will, in addition to the rights stated in section 10.6, have the right to remedy the defect itself or to have it remedied by a third party at the Supplier's expense and risk and to then seek reimbursement of the necessary expenses from the Supplier. CS may dispense with a deadline for effecting a cure, in particular if it is likely to incur a disproportionately high degree of damage or it is unable to reach the Supplier.

10.8. Furthermore, in the event of a defect in quality or title CS will be entitled to reduce the purchase price or to rescind the contract in accordance with the statutory provisions. In addition, CS will be entitled to damages and reimbursement of expenses in accordance with the statutory provisions. Any further rights that CS has under guarantees provided by the Supplier will remain unaffected.

10.9. Any waiver of warranty claims by CS will only be effective if expressly declared in writing.

11. Limitation Period

11.1. Unless provided otherwise below, the parties' claims against one another will become statute-barred in accordance with the statutory provisions.

11.2. Warranty claims by CS will become statute-barred three (3) years from the passing of risk. Where an acceptance procedure has been agreed, the limitation period begins upon acceptance. The statutory limitation period for third-party restitution claims

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based on rights in rem (§ 438(1) no. 1 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB)) will, however, remain unaffected.

11.3. The limitation periods that apply in sale of goods law, including the above extension, apply to all contractual warranty claims. Where CS is also entitled to damages in tort due to a defect, the normal statutory limitation period (§§ 195, 199 of the German Civil Code) will apply unless the application of the limitation periods contained in sale of goods law would lead to a longer limitation period in an individual case.

12. Infringement of Intellectual Property Rights

12.1. The Supplier warrants that the goods and/or services and their contractual use do not infringe any patent rights, copyrights or other intellectual property rights of third parties.

12.2. Without prejudice to any other statutory claims, the Supplier will indemnify CS against any third-party claims asserted against CS for an infringement of the above-mentioned intellectual property rights if such claims are attributable to a breach of duty by the Supplier. In this case, the Supplier will be responsible for any royalties and license fees, expenses and costs that CS incurs to avoid and/or eliminate intellectual property infringements.

13. Penalties

Where a contractual penalty clause has been agreed and the penalty is due, CS will be entitled to demand payment of the penalty at any time before CS's final payment is due. In such case, there is no requirement for CS to exercise its right of reservation pursuant to § 341 (3) of the German Civil Code.

14. General Liability and Insurances

14.1. Unless otherwise provided for in these Terms and Conditions, the Supplier will be liable in accordance with the statutory provisions.

14.2. The Supplier will, at its own expense, maintain adequate liability insurance to cover any damage for which it and its vicarious agents are responsible. The Supplier will, upon request, provide proof of the amount of coverage for each damage event. The scope and amount of the Supplier's insurance coverage will not affect its contractual or statutory

liability.

15. Invoices

15.1. For the goods and services supplied, the Supplier will issue invoices that comply with the statutory requirements for invoices in effect from time to time under the applicable value-added tax law.

15.2. If the parties have agreed on evaluated receipt settlement, the Supplier will provide CS with all information necessary to comply with the requirements of the applicable value-added tax law.

15.3. The Supplier must prepare a verifiable invoice for each order and this must contain all mandatory information required by German law. The invoice must contain CS's complete purchase order number and, if available, the Supplier's delivery note number. The Supplier must attach records and other supporting documents to the invoice. The information in the invoice (description of goods, price, quantity, order of the items and goods item number) must correspond to the information in the order. The invoice must be sent to the billing address specified in CS's order.

16. Change of Party, Assignment,

16.1. The Supplier is not permitted to assign any rights or obligations under the contract to a third party without CS's prior written consent.

16.2. The Supplier must notify CS in writing without delay if the contract is transferred by operation of law or if there is any change in the Supplier's legal form or business activities.

16.3. CS may transfer the rights and obligations under the contract with the Supplier to one of CS's affiliates at any time without the Supplier's prior consent.

17. Notice of Termination, Rescission

17.1. If the contract is a long-term contract with recurring obligations, it may be terminated without notice for good cause.

17.2. Good cause for termination includes, but is not limited to situations where

- the Supplier has breached a contractual obligation and has failed to remedy its breach

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after CS has set it a reasonable period of time for this and threatened it with termination of the contract or CS has unsuccessfully demanded that the Supplier remedy its breach, or

- the Supplier's financial circumstances have significantly deteriorated such that the performance of the contract is jeopardized or the Supplier fails to meet its obligation to pay taxes or social security contributions, or
- further execution is or becomes wholly or partially impermissible due to statutory or governmental regulations.

17.3. This provision will not affect any statutory rights of CS to terminate the contract, terminate it for cause or rescind it.

17.4. If the Supplier has obtained documents, records, plans or drawings from CS during their contractual collaboration, the Supplier will, in the event of the termination, hand them over to CS without delay. This will also apply if the contract is rescinded.

18. Clearance Duties / Obligations upon Termination of the Contract

18.1. Where the contract is terminated, for whatever reason, the Supplier will, at its own expense, arrange for the dismantling and removal of its equipment, tools and machinery without delay if it has set them up or is storing them at CS's premises for the purpose of performing the contract.

18.2. Similarly, the Supplier must, at its own expense and without delay, remove and properly dispose of any waste or construction debris caused by its work.

18.3. If the Supplier fails to comply with these obligations, CS may, after the expiry of a reasonable period set for doing so, carry out the work itself or arrange for a third party to do it and then invoice the Supplier for the related costs.

19. Records, Confidentiality,

19.1. The Supplier will provide CS with plans, calculations and other documents in the agreed number on a timely basis so that the deadlines for the performance of the contract can be met.

19.2. The fact that CS has reviewed documents will not affect the Supplier's responsibility for them.

19.3. Models, samples, drawings, data, materials and other documents that CS provides to the Supplier (hereinafter referred to as the "CS Documents") will remain CS's property and must be returned to it at any time upon request. The Supplier will have no rights of retention in respect of the CS Documents. The Supplier will respect CS's copyrights to the CS Documents.

19.4. The CS Documents may only be used for the performance of the contract and must be returned to CS after the contract's termination.

19.5. Subject to any statutory, judicial or regulatory disclosure obligations, the Supplier undertakes to keep secret any technical, scientific, commercial or other information, which it obtains directly or indirectly in the course of the contract, in particular the CS Documents (hereinafter referred to as Confidential Information") and not to commercially exploit such Confidential Information, not to use same as a basis for registering intellectual property rights, not to transfer same to third parties and not to otherwise make same available to third parties. The Supplier will be entitled to disclose Confidential Information to subsuppliers approved by CS to the extent that they have a need to know such information for the purposes of performing the contract and if they are bound to maintain confidentiality.

19.6. Confidential Information may not be used for any purpose other than for the performance of the contract. The above-mentioned duty of confidentiality will remain in effect for a period of ten (10) years after the termination of the contract.

19.7. The duty of confidentiality does not cover information that at the time CS provided it was already lawfully in the Supplier's possession, was lawfully in the public domain or was lawfully obtained from a third party.

19.8. In addition, the duty of confidentiality does not cover information disclosed to persons who are bound by a professional duty of confidentiality. The Supplier is, however, prohibited from releasing such persons from their duty of confidentiality. The burden of proving that this exception exists will be on the Supplier.

19.9. The Supplier will use suitable contractual

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agreements to ensure that its employees and other vicarious agents engaged in the performance of the contract are also obliged to maintain secrecy in accordance with the aforementioned provisions. Upon request, the Supplier will provide CS with written confirmation of its compliance with these obligations.

19.10. The Supplier undertakes to take all necessary and appropriate precautions and measures to ensure that the Confidential Information obtained is effectively protected against loss and unauthorized access at all times. This includes, in particular, taking suitable and necessary precautions to restrict entry and access to premises, containers, IT systems, data carriers and other information carriers in or on which Confidential Information is stored, as well as providing suitable instructions for persons who are authorized to handle Confidential Information pursuant to this section. The Supplier agrees to notify CS in writing and without delay if any loss of or unauthorized access to Confidential Information occurs at its premises.

20. Rights of Use to Documents Belonging to the Supplier

20.1. The Supplier grants CS a worldwide, perpetual license to use and exploit in any manner whatsoever all plans, drawings, graphics, calculations and other documents relating to the contract, which the Supplier has either produced itself or had produced by a third party, and to do so in all known media forms, including electronic media, Internet and online media, on all image, sound and data carriers, for the purposes agreed or contemplated by the contract.

20.2. In addition, the Supplier grants CS an exclusive right to use and exploit work results that the Supplier has produced specifically for CS or has had specifically produced for CS by a third party, and will procure any rights from third parties which may be necessary for this purpose. Any pre-existing rights of the Supplier or third parties will remain unaffected.

21. No Solicitation, Severability Clause, Governing Law, Place of Jurisdiction

21.1. The Supplier may only refer to its business relationship with CS where it has obtained CS's prior written consent or to the extent that doing so is necessary for the performance of a contract.

21.2. If a provision or parts of a provision of these

Terms and Conditions is or are invalid or unenforceable, this will not affect the validity of the remainder of the Terms and Conditions.

21.3. These Terms and Conditions and the contractual relationship between the Supplier and CS are governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the U.N. Convention on the International Sale of Goods of 11 April 1980 (CISG).

21.4. In the event that the Supplier is a merchant within the meaning of the German Commercial Code (*Handelsgesetzbuch* – HGB), the courts at the place of CS's registered office in Meerbusch will have exclusive jurisdiction over any disputes, including disputes of an international nature arising under this contract. The same will apply if the Supplier is an entrepreneur within the meaning of § 14 of the German Civil Code. CS will also be entitled to bring an action at the place where the duty to deliver must be performed under the Terms and Conditions ("Place of Destination"), under an individual agreement or before the courts which have general jurisdiction for the Supplier.

Valid as of December 2020