

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Article 1 Scope and Application of these General Terms and Conditions

(1) Unless otherwise agreed, our General Terms and Conditions (GTC) apply to all sales to business customers. Divergent or conflicting GTC of the customer are only accepted if we acknowledged this in writing or in text form to the customer. Agreements arranged verbally or by telephone only become binding with a confirmation issued in writing or in text form. The customer acknowledges our GTC upon acceptance of the first delivery at the latest.

(2) If individual provisions of these GTC or other agreements arranged with the customer are or become invalid, this will not affect the validity of the remaining provisions; in lieu of such invalid clause there will be a provision which comes closest to the financial goals of the Parties.

Article 2 Offers and Product Details

(1) We have the right to make partial deliveries; however, we are not obliged to do so. All our offers on quantity, packaging, pricing, and delivery periods are subject to confirmation and only become binding following our confirmation issued in writing or in text form or the actual physical performance of the delivery. Delivery periods are approximate; delivery deadlines do not have the meaning of an absolute fixed-date transaction under German law [*Fixgeschäft*]. This applies equally to partial deliveries.

(2) If and when we issue statements regarding our products (in the form of product specifications, product requirements or the like), they are exclusively of a descriptive nature and only serve the purpose of informing the customer. They neither constitute a commitment regarding a specific product feature, product quality or usability nor a warranty statement. The customer may not derive any claims against us from this.

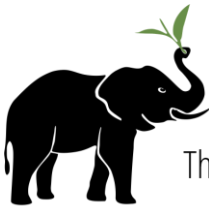
Article 3 Payment of the Purchase Price

(1) Prices agreed upon are ex works, net. Unless otherwise agreed, the costs of analyses and of additional services will be invoiced separately to the customer.

(2) Unless otherwise agreed, the purchase price is payable to us without deduction immediately upon receipt of the invoice, however no later than within 14 days after the date of invoice. If the customer fails to pay or pay in full in response to a reminder issued after the payment due date, the customer is in default; we are entitled to demand interest for default in the amount of 9 % above the current base rate (Section 288 of the German Civil Code) and reserve the right to enforce any additional or higher damage in any case.

Article 4 Delivery of the Products and Reservation of Delivery of Raw Materials to us from Suppliers

(1) Unless otherwise agreed, all deliveries are performed at the customer's cost and risk. If shipping is carried out at the customer's wish, all the risk passes at the time of the hand-over to the transport service provider to the customer, regardless of the shipping location. Unless otherwise agreed, the choice of packaging and establishing the type of shipping and the dispatch route is at our discretion.



(2) Delivery is conditional on the complete, correct, and timely delivery of materials to us from our suppliers. The customer has no right to delivery, substitute delivery or compensation in the event of an impossibility of performance, a loss of the product for which we are not responsible or in the event of *force majeure*. If and when we are prevented from a timely delivery due to unforeseeable events or circumstances through no fault of our own, the delivery period is extended accordingly.

Article 5 Notice of Defects, Warranty and Liability

(1) The customer is obliged to inspect the product or have it inspected immediately upon receipt for completeness and condition. If the customer establishes a defect, it may neither process nor market the product. In such case, the customer must ready the product thus received without any change and in its original packaging to facilitate an inspection of the defects by us or by a third party that we commissioned for this.

(2) Information on quantities is approximate and entitles us to deliver up to 5 % more or less and charge the customer based on contractually agreed pricing units. The customer must notify us in writing or in text form of any obvious defects (e.g., variations in quality, incomplete delivery, wrong delivery) at the latest within five (5) working days after the receipt of the product at the destination. For (concealed) defects that may only be established by analysis, the deadline is 15 working days. If the customer fails to adhere to these obligations, it forfeits its right to complain and claim for defects.

(3) Unless otherwise agreed, we deliver products of medium type and quality. Minor deviations and/or, in the case of natural products, customary deviations or fluctuations compared to specimens or customer product specifications (e.g., in relation to analysis data, look, colour, aroma, taste, content, purity, size, degree of fineness, etc.) do not constitute a quality defect and do not entitle the customer to compensation for damages.

(4) Unless otherwise agreed, we will substitute products established as having a justified defect with goods that are free of defects (subsequent performance). If it proves impossible to offer a substitute delivery, the customer has the right to rescind the contract.

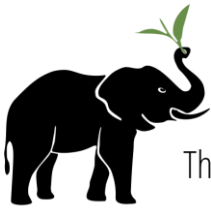
Article 6 Exclusions of Liability

(1) All customer claims for defects of the product, including any claims for damages and claims for the reimbursement of expenses, shall become time-barred within one year as from delivery or shipping of the product to the customer.

(2) All claims raised by the customer on a contractual basis or due to other legal grounds for compensation for damages, including compensation for consequential damages and the cost of returns and recalls are excluded to the extent permitted by law, unless in cases of willful intent or gross negligence on our part. The exclusion of liability applies accordingly to the personal liability of our legal representatives, employees, and any vicarious agents.

Article 7 Reservation of Title

(1) Products that have been delivered remain our property until the complete satisfaction of all claims that are due, not due or conditional to which we are entitled under the business relationship with us. If and when the processing, treatment, mixing, blending, etc., of the product subject to the reservation of



title results in a new item, we acquire ownership of it. In the event of mixing, blending, etc., with products that are not owned by the customer, we are entitled to a proportionate co-ownership in the amount of the value of the products subject to the reservation of title in relation to the value of the other products. Any co-ownership rights of the customer are hereby transferred to us up to the amount of the value of the products subject to the reservation of title.

(2) The customer has the right to sell the products subject to the reservation of title as well as products created by means of further processing in the course of proper business. Pledging or collateral assignments are inadmissible. Claims in connection with a resale of products subject to a reservation of title or processed products or other claims regarding such products are hereby assigned to us by the customer by way of security.

(3) We will release security interests at the customer's request and at our discretion if their value exceeds our claims to be secured by more than 20 %.

Article 8 Condition of Product and Placement of Product on the Market

(1) Unless a special quality or usability has been expressly agreed, we deliver products of medium type and quality which are suitable for an intended use that is deemed customary.

(2) We do not warrant a usability of the products for special purposes or target markets of the customer. We have no obligation to advise or caution the customer. If the customer markets or uses products purchased from us, the customer alone is responsible for correctly placing the product on the market or for its legally admissible use according to the legal provisions that apply to the customer. Should third parties bring claims against us, the customer hereby exempts us from any liability to the extent permissible by law.

Article 9 Jurisdiction, Place of Fulfilment, Applicable Law

(1) The place of fulfilment and jurisdiction are determined in accordance with our registered office. We reserve the right to take legal action against the customer at the court having jurisdiction over it.

(2) German law applies. The application of UNCITRAL or any other legal regimen in its stead is exempt. If and when trading clauses are used in the confirmations of sale, these are to be understood in accordance with the Incoterms of the International Chamber of Commerce (ICC) as in effect at any given time.

Neu Wulmstorf, 19th April 2021