As of September 22, 2025

General Terms and Conditions

of

C H E M O L Industrie-Rohstoff Vertriebsgesellschaft,
a limited liability company registered under HRB 6517 in Commercial Register B
of the Hanover Local Court

1. Scope of Application

1.1 Our General Terms and Conditions set forth below apply to our offers, contracts, deliveries, and services in our business dealings with businesses as defined in Section 14 of the German Civil Code (BGB) ("Buyers").

1.2 A business operator, as defined in § 14 of the German Civil Code (BGB), is a natural person, a legal entity, or a partnership with legal capacity that acts in the course of its commercial or self-employed professional activities when entering into a legal transaction. A partnership with legal capacity is a partnership that has the capacity to acquire rights and assume obligations.

1.3 Any General Terms and Conditions of the buyer that deviate from or supplement these shall apply exclusively only if we have agreed to them in writing. This also applies if we carry out the delivery without reservation while being aware of any deviating terms and conditions of the buyer.

2. Offers and Conclusion of Contracts

2.1 Our offers to business customers are subject to change and non-binding. Our offers are merely an invitation to the buyer to submit an offer.

2.2 Orders or contracts placed by the buyer are not considered finalized until we issue a written order confirmation.

2.3 Our offers, as well as the acceptance or confirmation of orders or contracts from the buyer, are subject to timely and sufficient supply from our suppliers. In the event of untimely or insufficient supply from our suppliers – excluding any claims for recourse or damages by the buyer – we are released from our obligation to deliver if we are not responsible for the failure or delay in supply from our suppliers.

2.4 If our employees make oral statements that go beyond or deviate from the written content of concluded contracts, such statements must always be confirmed in writing by us in order to be effective.

3. Delivery, Transfer of Risk

3.1 The delivery dates we specify are non-binding and are subject to change unless we have expressly designated them as binding in writing. Delivery dates are always subject to timely and adequate supply from our suppliers, unless we are responsible for any failure to meet them.

3.2 We are entitled at any time to make partial deliveries and provide partial services, as well as to provide services ahead of schedule.

3.3 The place of performance for delivery is the delivery location. All shipments are made at the buyer's risk, even if we bear the shipping costs. Our obligation to deliver is deemed fulfilled as soon as the goods are handed over to the carrier.

3.4 It is up to the buyer to take out transportation and other insurance policies.

4. Terms of Payment

4.1 Regardless of any price increase or decrease, our prices in effect at the time of delivery shall apply, unless a fixed price has been expressly agreed upon. A price increase may be considered, and a price reduction must be applied, if, for example, the costs of procuring goods or raw materials increase or decrease, or if other changes in the legal framework lead to a change in the cost situation. Increases in a particular cost category may only be used to justify a price increase to the extent that they are not offset by any decreases in costs in other areas. In the event of cost reductions, prices shall be reduced to the extent that such cost reductions are not fully or partially offset by increases in other areas. We will choose the respective timing of a price change so that cost reductions are not taken into account under terms less favorable to the buyer than cost increases; in other words, cost reductions shall affect prices at least to the same extent as cost increases.

4.2 If the price increases after the contract is concluded, the buyer may withdraw from the contract provided that the buyer gives notice of withdrawal within 3 business days of being notified of the price increase.

4.3 If, after accepting the order, we have doubts about the buyer's ability to pay, we may withdraw from the contract or require security for the purchase price or advance payment. In such a case, once delivery has already taken place, all of our claims arising from all existing contracts shall become due immediately. Furthermore, we may demand the immediate return of goods already delivered at the buyer's expense. Any claims for damages by the buyer are excluded.

4.4 We reserve the right to require payment of the full or a portion of the purchase price at any time prior to delivery.

4.5 The customer may set off claims only if his counterclaims have been legally established, are undisputed, or have been acknowledged by us. Furthermore, he is authorized to exercise a right of retention only to the extent that his counterclaim is based on the same contractual relationship.

5. Retention of Title

5.1 We reserve title to the goods until all claims to which we are entitled against the buyer arising from the business relationship have been satisfied.

5.2 In the case of open accounts, the retention of title serves as security for the outstanding balance. If the buyer acts in breach of contract – in particular, in the event of late payment – we are entitled to take back the goods after issuing a reminder and setting a deadline, and the buyer is obligated to surrender them. The obligation to surrender the goods also extends to the reimbursement of all incidental costs, in particular storage costs.

5.3 The buyer is entitled to sell or process the goods subject to retention of title in the ordinary course of business.

5.4 The retention of title also extends to the products resulting from processing, in which we acquire co-ownership in proportion to the value of our goods relative to that of the other materials.

5.5 The Buyer hereby assigns to us, as of now, all claims for the purchase price arising from the sale of the goods subject to retention of title. The Buyer is authorized, until further notice, to collect these claims in its own name and for our account. Upon our request, the buyer shall notify its customers of the assignment to us – unless we do so ourselves – and shall provide us with the information and documents necessary for us to assert our rights.

5.6 The buyer is not authorized to pledge or use the goods subject to retention of title as collateral. We must be notified immediately of any third-party claims to the goods or the assigned receivables.

6. Force Majeure

6.1 We are not liable for delays in delivery or performance due to force majeure. This includes, in particular, operational disruptions, accidents, epidemics, extraordinary labor shortages, subsequent material shortages, import or export restrictions, import bans resulting from embargo decisions, shortages of raw materials or energy, traffic disruptions, unforeseeable machine breakdowns, strikes, lockouts, mobilization, war, natural disasters, official or legal orders, or disruptions to transportation routes, even if they occur at our suppliers or their subcontractors.

6.2 In the aforementioned cases, delivery periods and deadlines shall be extended by the duration of the hindrance and its aftereffects. We may also, at our discretion, withdraw from the contract.

6.3 In this case, both parties waive the right to assert claims for damages. We will refund any payments already made.

7. Acceptance, Warranty

7.1 If the buyer fails to accept the goods as agreed, we are entitled to make the due deliveries in whole or in part at the buyer’s expense and risk, to store the goods and invoice them as delivered, to withdraw from the contract in whole or in part, or to claim damages for nonperformance. All additional costs incurred as a result shall be borne by the buyer.

7.2 Any defects must be reported in writing immediately upon receipt of the goods and before they are unloaded from the shipping containers; otherwise, the goods shall be deemed accepted.

7.3 The warranty does not cover defects resulting from normal wear and tear, improper use, overuse, inadequate maintenance, or failure to follow product instructions, as well as modifications or repairs not performed by us.

7.4 In the event of valid complaints regarding defects, we will, at our discretion, accept the return of the goods (cancellation of the contract), replace them (repair), or grant the

buyer a price reduction (reduction in price). Liability for indirect damages (consequential damages) is excluded.

7.5 The buyer is obligated to ensure that any right of recourse against its carrier is preserved.

7.6 All samples, specimens, and analytical data provide non-binding indications of the average quality of the goods. Information regarding percentages or mixing ratios is to be regarded only as approximate averages. Deviations in quantity, weight, and quality that are customary in the trade are permissible and do not constitute a defect. The terms and specifications governing the sale are expressly set forth in our order confirmation.

8. Provisions Regarding Emptying After Delivery, Returnable Containers

8.1 Road tankers must be emptied within 3 hours of delivery. Beyond that, the buyer will be charged for each hour or portion thereof at the individual carrier's standard hourly rate.

8.2 Rail tank cars must be inspected upon arrival to ensure they are in perfect condition and must be emptied properly and immediately. Any damage must be reported, and steps must be taken to preserve the right of recourse against the carrier. The buyer is solely liable for any damage that occurs after receipt of the tank car. Our tank cars must not be filled with any other substances. Tank cars may only be returned in accordance with our instructions. We are entitled to deduct charges for privately owned cars. If the agreed-upon unloading times are exceeded, the applicable daily rental rates for tank cars will be charged.

8.3 Rental containers are provided rent-free for up to 3 months. The rent-free period is always 3 months, unless a shorter period is expressly specified in the order confirmation. If the containers are not returned within this period (including due to force majeure), the replacement value will be charged. Alternatively, the applicable daily rental rates may be charged until final settlement is made.

8.4 The buyer's packaging must be delivered in perfect condition. Any damage resulting from the condition of this packaging – regardless of its nature – shall be borne by the buyer, unless we are responsible for the damage.

8.5 The conditions set forth in Section 8.3 for rail tank cars and in Section 8.1 for road tankers apply mutatis mutandis to containers.

9. Liability

9.1 Our liability – regardless of the legal basis – is limited to cases of willful misconduct and gross negligence. This does not apply to damages resulting from injury to life, limb, or health, or from a breach of material contractual obligations (cardinal obligations), nor to other damages arising from an intentional or grossly negligent breach of duty on our part or an intentional or negligent breach of duty by our legal representatives or agents.

9.2 In the event of a breach of material contractual obligations, we shall be liable – except in cases of intentional or grossly negligent breach of duty – only for damages that are typical for this type of contract and reasonably foreseeable.

9.3 To the extent that our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff members, representatives, officers, and agents.

9.4 The provisions of the Product Liability Act remain unaffected.

10. Privacy Policy

We collect, process, and use the buyer's personal data for the purpose of fulfilling the sales contracts concluded with the buyer and for maintaining the customer relationship. This processing is carried out in accordance with applicable data protection laws.

11. Final Provisions

11.1 The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods.

11.2 The exclusive venue for all disputes arising from this contract is our place of business. The same applies if the buyer does not have a general venue in Germany or if the buyer's place of residence or habitual residence is unknown at the time the action is filed.

11.3 Should any provision of the contract with the buyer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The provision that is wholly or partially invalid shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.