

CONNECT CHEMICALS GmbH, Ratingen

GENERAL TERMS OF CONDITIONS OF SALE

## 1 General – scope of application

(1) Our Terms of Sale shall apply exclusively; we do not recognize any terms and conditions of the Customer that conflict with or differ from our Terms and Conditions of Sale, unless we have expressly agreed in writing to their application. Our Terms and Conditions of Sale are applicable even if we deliver unconditionally to the Customer in the knowledge that the terms and conditions of the Customer conflict with or differ from our Terms and Conditions of Sale.

(2) All the agreements made between our company and the Customer for the purpose of the execution of this contract are recorded in writing in this agreement.

(3) Our Terms and Conditions of Sale shall only apply to companies as defined in Sec. 310 Par. 1 of the BGB (German Civil Code).

(4) Our Terms and Conditions of Sale shall also apply to all future transactions with the Customer.

## 2 Offer – quotation documents

(1) Our offer is subject to change, unless the confirmation of order specifies otherwise.

(2) We reserve the rights of ownership and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to written documents marked “confidential”. The Customer needs our previous express approval in writing before he may pass on these documents to third parties.

## 3 Price – payment terms

(1) The prices are quoted „ex factory“ without packing, unless the confirmation of order specifies otherwise; the packing costs shall be charged separately. We reserve the rights to adjust our prices accordingly if after the conclusion of the contract cost increases – particularly due to collective wage agreements, changes of the material costs, exchange rate, freight costs, fluctuations or increases of the commodity prices – occurred.

(2) Our prices do not include the statutory VAT; the VAT is stated in the invoice separately at the applicable rate at the date of the invoice.

(3) A deduction of a discount has to be expressly agreed in writing.

(4) Unless the confirmation of the order states otherwise, the purchase price is payable net (without a discount) within 30 days from the date of invoice. In case of late payment statutory provisions shall apply.

(5) The Customer may only have the right to set off, if his counterclaims have been established as final and absolute, are beyond dispute or have been acknowledged by our company. He also is entitled to make use of the right of retention insofar as his counterclaim is based on the same contractual relationship.

## 4 Delivery term

(1) The beginning of the delivery term specified by us is subject to the clarification of all technical questions.

(2) The compliance with our obligation to deliver implies also a timely and due fulfilment of the Customer's obligations. We reserve the defense of nonperformance.

(3) If the Customer is in default of acceptance or if he violates his other obligations to cooperate for any cause attributable to his fault or negligence, we shall be entitled to demand the compensation for damages we suffer in this connection, including any additional expenses. Any further legal claims remain unaffected.

(4) If the requirements of Par. 3 are met, the risk of loss or deterioration of the sold item shall pass to the Customer at the moment the Customer defaults the acceptance or payment.

(5) We assume liability under statutory provisions if the underlying purchase agreement is a firm deal and the time is agreed to be of the essence as defined in Sec. 286 Par. 2 No. 4 of the BGB (German Civil Code) or Sec. 376 of the HGB (German Commercial Code). We

also assume liability pursuant to statutory provisions, provided that as a result of a delay in delivery we are responsible for, the customer is entitled to claim that his interest in the further fulfilment of the contract discontinued.

(6) We are also liable pursuant to the statutory provisions if the delay in delivery is based on a willful or grossly negligent violation of the contract on our part; a fault of our representatives or vicarious agent is deemed to be our fault. If the delay in delivery is not based on a willful violation of the contract on our part, our liability for damages is limited to a predictable damage that might typically occur.

(7) We also assume responsibility pursuant to the statutory provisions, insofar as the delay in delivery is based on a culpable violation of an essential contractual obligation on our part; however, in this case the liability for damages is limited to a predictable damage that might typically occur.

(8) Other statutory claims and rights of the Customer remain unaffected.

## 5 Transfer of risk – package costs

(1) Unless the confirmation of order specifies otherwise, the delivery is agreed to be “ex factory”.

(2) Separate agreements shall apply for taking back of the package.

(3) At Customer’s option we will cover the deliveries by transport insurance; the costs resulting from this shall be borne by the Customer.

## 6 Liability for defects

(1) The warranty claims of the Customer presume that the Customer has duly fulfilled his obligation to examine and notify pursuant Sec. 377 of the HGB (German Commercial Code).

(2) If the sold item is defective we are allowed at our own option to provide supplementary performance in form of rectification of defects or to deliver a new item free of defects. In case of rectification of defects we have to bear all the expenses necessary for the rectification of defects, particularly transportation costs, work and material costs, unless these costs increase, because the sold item is brought to a place other than the place of performance.

(3) If the supplementary performance fails, the Customer might choose at his own option to demand cancellation of the contract or reduction of the purchase price.

(4) We assume liability pursuant to statutory provisions, if the Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. Unless we are accused of an intentional violation of the contract, the liability for damages is limited to a predictable damage that might typically occur.

(5) We shall be liable pursuant to the statutory provisions, insofar as we culpably violate an essential contractual obligation; however, in this case the liability for damages is limited to a predictable damage that might typically occur.

(6) The liability for culpable injury to life, body or health remains unaffected; the same applies to the mandatory liability pursuant to the Product Liability Act.

(7) Unless specified otherwise further above, the liability shall be excluded.

(8) The limitation period for warranty claims shall be 12 months from the moment the risk is transferred.

(9) The limitation period remains unaffected in case of delivery recourse pursuant to Sec. 478, 479 of the BGB (German Civil Code); it shall be 5 years starting from the delivery of the defective item.

## 7 Joint and several liability

(1) Further liability for damages except for the liability specified in Sec. 6 shall be excluded regardless of the legal nature of the asserted claims. This shall especially apply for claims for damages based on infringement of obligations during the conclusion of the contract because of violation of other obligations or because of tortious claims for damages pursuant to Sec. 823 of the BGB (German Civil Code).

(2) The restriction pursuant to Sec. 1 shall also apply if instead of a claim for damages the Customer shall demand compensation of unnecessary expenses instead of performance.

(3) As far as the liability for damages is excluded or limited on our part, this shall also apply to the personal liability of our workers, employees, staff members, representatives and vicarious agents.

## 8 Retention of title

(1) We retain title to the sold item until we receive all the payments from the business relations with the Customer. In case of Customer's conduct that is contrary to the terms of the contract, particularly in case of delayed payment, we are entitled to take back the sold item. By taking back the sold item we withdraw from the contract. After the sold item has been taken back we are entitled to realize it, the proceeds of such realization shall be offset with the Customer's debts after the deduction of reasonable realization costs.

(2) The Customer shall handle the sold item with due care; he shall be particularly obligated to insure it sufficiently at replacement value at his own costs against fire, water damage or theft. Should maintenance and inspection be necessary, the Customer shall carry out such works at his own costs in due time.

(3) The Customer shall inform us without delay in writing in case of distraint or other intervention by third parties, so that we are able to take action pursuant to Sec. 771 of the ZPO (German Code of Civil Procedure). Unless the third party is able to reimburse the legal costs of a legal action pursuant to Sec. 771 of the ZPO, the Customer shall be liable for the loss we might incur. (4) The Customer is entitled, to resell the sold item in the regular course of business; however, already now he shall assign to us all the claims against his buyers or third parties arising from the reselling amounting to the invoice total (including VAT) of our claim irrespective of whether the sold item has been resold without or after processing it. The customer shall still be authorized to collect this debt after the assignment. Our authority to collect the debt ourselves shall remain unaffected. However, we undertake not to collect the debt as long as the Customer fulfils his payment obligations out of collected revenues, does not default the payment and particularly no application for composition proceedings or insolvency proceedings has been filed and the payments have not been suspended. If this is the case, we may ask the Customer to disclose the claims assigned and their debtors to us, to give all the details necessary for the collection to hand over the relevant documents and to inform the debtors (third parties) of the assignment.

(5) The processing or the alteration of the sold item by the customer is always carried out for us. If the sold item is processed together with other objects that do not belong to us, we shall acquire joint title to the new item at a ratio of the value of the sold item (invoice total including VAT) to the other items processed at the moment of processing. As for the rest the provisions valid for the sold item delivered conditionally shall apply for the item created by means of processing.

(6) If the item sold is mixed inseparably with other objects that do not belong to us, we shall acquire the joint title to the new item at a ratio of the value of the sold item (invoice total including VAT) to the other items mixed at the moment of the mixing. If the mixing is done in a way that the item owned by the Customer is considered to be the main item, the parties agree that the Customer shall assign us proportionate joint title to it. Thus the Customer shall keep the resulting sole or joint ownership for us.

(7) To ensure our claims against the Customer the Customer shall also assign to us the claims against third parties that arise by joining the sold item to a piece of real property.

(8) We undertake to release the security we are entitled to at Customer's request insofar as the realizable value of our securities exceeds the value of the claims to be secured by more than 10%; the choice of the securities to be released is ours.

## 9 Place of jurisdiction – place of performance

(1) If the customer is registered trader our registered office shall be the place of jurisdiction; however, we shall also be entitled to bring an action against the customer at his court of residence.

(2) The contract is subject to the law of the Federal Republic of Germany; the UN Convention of Contracts for the International Sale of Goods shall be excluded.

(3) Unless specified otherwise in the confirmation of the order, our registered office shall be the place of performance.

## 10 Google Analytics

(1) This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States.

(2) The IP-anonymization is activated on this website. Your IP address will be truncated within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases the whole IP address will be first transferred to a Google server in the USA and truncated there. Google will use this information on behalf of the operator of this website for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing them other services relating to website activity and internet usage.

(3) The IP-address, that your Browser conveys within the scope of Google Analytics, will not be associated with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics Opt-out Browser Add-on for your current web browser: <https://tools.google.com/dlpage/gaoptout?hl=de>.

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