GENERAL TERMS AND CONDITIONS OF SALE

1. General, Conclusion of Contract

1.1. These General Terms and Conditions of Sale shall apply to all – also future – deliveries and services of our company to entrepreneurs within the meaning of Section 14 German Civil Code (BGB) or special funds under public law („Purchaser“) within the scope of purchase contracts, contracts for work and services and contracts for work and materials. We expressly object to any general terms and conditions of purchase of the Purchaser. We shall not be bound by them even if we have not expressly objected to them again after receipt by us.

1.2. Our offers are always subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. Conclusions of contracts and other agreements, in particular also verbal subsidiary agreements and assurances by employees or representatives, shall only become binding upon our written confirmation. Subsequent changes to orders and production orders require our written confirmation in order to be accepted. In the case of short-term deliveries or small orders, we reserve the right to confirm the order within the scope of the invoice. Offers for contract manufacturing are made by us subject to physical feasibility.

1.3. Text form is also sufficient for the written form according to these conditions.

1.4. Agreed trade terms shall apply in the version of the INCOTERMS of the International Chamber of Commerce published at the time of conclusion of the contract. If goods are to be delivered carriage paid, the INCOTERMS provisions shall apply with the proviso that the Purchaser shall also bear the insurance until the arrival of the goods at the place of destination.

1.5. Technical data, analyses and quality descriptions issued by us correspond to our current state of knowledge. They shall only become part of the contract upon inclusion in our order confirmation.

1.6. We reserve the property rights and copyrights to cost estimates, drawings, photographs and other documents; they may not be made accessible to third parties without our consent.

1.7. In the case of orders for contract manufacturing or processing (Section 7.), the contract shall be concluded subject to the correct and timely provision of the products to be provided by the Purchaser.

2. Call Orders

Unless otherwise expressly agreed and confirmed by us in writing, a maximum term of 12 months shall apply to call orders, commencing on the date of the order confirmation. After expiry of the maximum term, the Purchaser shall compensate us for quantities not yet accepted for advance performance already rendered and/or for the procurement of raw materials and supplies.

3. Prices

3.1. Unless otherwise agreed, our prices are ex works or ex warehouse. All other costs such as packaging, freight, customs duties, assembly, insurance premiums, etc. as well as the statutory value added tax shall be charged additionally.

3.2. We reserve the right to adjust the agreed prices at our reasonable discretion to the development of the costs which are decisive for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, the costs for the procurement of raw materials increase or decrease. Increases in one type of cost, e.g. raw material costs, may only be used for a price increase to the extent that they are not offset by any decreases in other areas, such as energy costs. In the event of cost reductions, e.g. in raw material costs, we shall reduce prices to the extent that such cost reductions are not fully or partially offset by increases in other areas. When exercising our reasonable discretion, we shall choose the respective points in time of a price change in such a way that cost reductions are not taken into account according to standards which are less favourable for the Purchaser than cost increases, i.e. cost reductions shall have at least the same effect on prices as cost increases.

3.3. As a matter of principle, we sell in Euros. In the case of sales in foreign currencies, we shall be entitled to charge the Purchaser with any exchange rate loss that may arise from the conclusion of the contract until receipt of payment by us.

4. Payment and Settlement

4.1. The purchase price is payable net cash upon delivery of the goods, unless otherwise agreed. In the event of default, we shall be entitled to charge interest at the respective bank rates, but at least 9% above the respective prime rate of the European Central Bank and to refuse further performance of the contract. Collection and reminder charges shall be borne by the Purchaser. We reserve the right to claim further damage caused by default. Section 353 Commercial Law Code (HGB) remains unaffected. Payment by bill of exchange is excluded.

4.2. The Purchaser shall only have the right of retention and set-off to the extent that his counterclaims are undisputed or have been legally established, are based on the same contractual relationship with us or would entitle him to refuse performance in accordance with Section 320 German Civil Code (BGB).

4.3. If the Purchaser is at least one month in arrears with the settlement of an invoice claim for a more than insignificant amount, we shall be entitled to revoke any discount agreements made as well as agreements on payment targets for all outstanding claims at that time and to make them due immediately.

4.4. If, after the conclusion of the contract, it becomes apparent that our claim for payment is jeopardized by the Purchaser‘s lack of ability to perform or if other circumstances arise which indicate a significant deterioration in the Purchaser‘s ability to perform, we shall be entitled to exercise the rights under Section 321 of the German Civil Code (BGB). This shall also apply insofar as our obligation to perform is not yet due, including payment claims arising in the future from individual orders to which the same framework agreement applies. In such cases, we may also declare due all claims not yet barred by the statute of limitations arising from the current business relationship with the Purchaser. A lack of ability to pay on the part of the Purchaser shall also be deemed to exist if the Purchaser is in default of payment of a more than insignificant amount for at least one month, furthermore in the event of a significant downgrading of the limit existing for the Purchaser with our trade credit insurance.

5. Delivery Quantity, Delivery Period and Consequences of a Delay in Delivery

5.1. Our product calculation is based on the specified quantities. Production-related excess or short deliveries of up to 5% of the ordered quantity are permissible. If the raw materials are provided by the Purchaser, a production-related shrinkage of about 2% is to be expected. In the case of delivery in top-mounted or permanently connected tanks as well as in silo vehicles, deviations of +/- 10% of the agreed quantity shall be deemed to be in accordance with the contract. Such quantity deviations shall reduce or increase the agreed purchase price accordingly. The indication of a „circa“ quantity entitles us to an over/under deviation of up to 10%.

5.2. Delivery dates or periods stated in our order confirmations shall only be binding if they are expressly marked as binding by us in writing.

5.3. The binding delivery period shall commence on the date of the order confirmation, but not before all technical and commercial details have been clarified and any necessary approvals have been submitted. The delivery period shall be deemed to have been met if the Purchaser has been notified of readiness for dispatch within the delivery period. Any changes in the design of the delivered goods requested by the Purchaser within the delivery period shall interrupt and extend the delivery period accordingly.

5.4. We shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of the conclusion of the contract (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, epidemics affecting our supply chain, shortage of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures) for which we are not responsible. Insofar as such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate declaration in text form to us.

5.5. In the event of withdrawal from the contract, we shall be obliged to return to the Purchaser any residual quantities of material and starting materials provided by him. Residual quantities of materials and substances procured by us on behalf of and at the expense of the Purchaser shall be taken over by the Purchaser against corresponding remuneration.

5.6. If a delay in delivery occurs for other reasons, the Purchaser must grant us a reasonable grace period in writing. If the delivered goods are still not dispatched by us within this period of grace, the Purchaser shall be entitled to withdraw from the contract after expiry of the period of grace for those parts which had not been dispatched or notified as ready for dispatch by the expiry of the period of grace. Only if the partial performances already rendered are of no interest to the Purchaser shall he be entitled to withdraw from the entire contract.

5.7. We shall not be liable in the event of impossibility or delay in the performance of delivery obligations if and to the extent that such impossibility or delay is due to circumstances caused by the Purchaser, in particular to the Purchaser‘s failure to comply with its obligations under public law, e.g. in connection with the European Regulation (EC) No. 1907/2006 (REACH Regulation) as amended. This shall apply mutatis mutandis to an end-use declaration requested by the Purchaser, insofar as we are entitled or obliged to obtain such a declaration in accordance with the Chemicals Prohibition Regulation.

5.8. If we are in default with a delivery or other service, subject to the respective requirements under statutory law the Purchaser may demand compensation for the damage caused by the default in addition to the service; in the event of slight negligence, however, this shall be limited to a maximum of 10% of the agreed price for the service in default. The Purchaser‘s right to claim damages in lieu of performance in accordance with the following Clause 10 shall remain unaffected.

5.9. Our obligation to deliver is subject to correct and timely delivery to us, unless we are responsible for the incorrect or delayed delivery.

6. Shipping, Packaging and Transfer of Risk

6.1. All our deliveries shall be ex works. Freight, insurance costs and customs duties shall be borne by the Purchaser, whereby the Purchaser shall ensure compliance with foreign customs and import regulations. Unless otherwise expressly agreed, we may determine the mode of shipment as well as the shipping packaging. Transport insurance shall only be taken out at the express request of the Purchaser on its behalf and at its expense.

6.2. Shipment of the delivered goods shall be at the expense and risk of the Purchaser. The risk shall pass to the Purchaser upon handover to a forwarding agent or carrier, but no later than upon leaving our warehouse or delivery works, even in the case of free delivery to the place of destination. If the dispatch is delayed due to the conduct of the Purchaser, the risk shall pass to the Purchaser as soon as he is notified that the goods are ready for dispatch.

6.3. Goods notified as ready for dispatch must be called off immediately. Otherwise, we shall be entitled, at our discretion, to dispatch them or to store them at the expense and risk of the Purchaser and to invoice them immediately. If the Purchaser does not take delivery of the goods at the agreed time, he shall nevertheless be obliged to pay the purchase price.

6.4. The storage of materials and raw materials provided by the Purchaser as well as of semi-finished and finished goods shall be carried out by us at the expense and risk of the Purchaser.

7. Obligations of the Purchaser in the Case of Orders for Contract Manufacturing or Processing

If the Purchaser commissions us with the manufacture of a product or with the processing of goods or material provided by him, in each case according to his specifications/instructions (contract manufacturing or processing), the following shall apply additionally:

7.1. The Purchaser shall be responsible for the conception and/or design of the packaging in the case of a contract order/contract manufacturing. Necessary information, in particular manufacturing and testing instructions, must in this case be handed over in writing in good time and in full.

7.2. The Purchaser shall check the specified and/or provided material as well as starting materials for their suitability for the intended purpose. He expressly releases us from the obligation to inspect incoming goods.

7.3. The Purchaser shall be obliged to inform us in good time and in full of any hazards emanating from the material provided and/or the starting materials.

7.4. The Goods manufactured according to the Purchaser‘s specifications must comply with the statutory requirements and no third party rights, in particular copyrights and patent rights, may be infringed by the manufacture.

7.5. The Purchaser shall be liable to us for any damage incurred by us as a result of a breach of the aforementioned obligations for which he is responsible.

7.6. We are entitled to a statutory entrepreneur‘s lien on the goods or material provided for processing. In addition, to secure our respective claims, the Purchaser grants us a contractual lien on these goods or this material, which also applies to claims from orders carried out earlier.

8. Retention of Title

8.1. Title to and ownership of the sold goods shall not pass to the Purchaser until the purchase price has been paid in full (“Reserved Goods”). All delivered goods (“Reserved Goods”) shall remain our property until all claims, in particular also the respective balance claims, to which we are entitled within the scope of the business relationship have been settled (“Balance Reservation”). This shall also apply if payments are made on specially designated claims. The Balance Reservation shall finally expire upon settlement of all claims still outstanding at the time of payment and covered by this Balance Reservation. In the case of advance payment or cash transactions within the meaning of Section 142 of the German Insolvency Code (Insolvenzordnung), only the simple reservation of title pursuant to sentence 1 shall apply; the balance reservation shall not apply in such cases.

8.2. Treatment and processing of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of Section 950 of the German Civil Code (BGB) without obligating us. The processed goods shall be deemed to be Reserved Goods within the meaning of Section 8.1.

8.3. If the goods delivered by us are mixed or combined with other items and if our ownership of the goods subject to retention of title expires as a result, the Purchaser shall transfer to us co-ownership in the ratio of the invoice value of our Reserved

Goods to the total value of the new item and shall store these goods for us free of charge. The goods resulting from the processing or from the combination or mixing shall be deemed to be Reserved Goods within the meaning of Clause 8.1.

8.4. The Purchaser may only resell the Reserved Goods in the ordinary course of business under his normal terms and conditions of business and as long as he is not in default, provided that the claim arising from the resale together with ancillary rights shall pass to us to the extent resulting from the following paragraphs. The Purchaser shall not be entitled to dispose of the Reserved Goods in any other way. The use of the Reserved Goods for the performance of contracts for work and services and contracts for work and materials shall also be deemed to be a resale.

8.5. The Purchaser‘s claims arising from the resale or any other legal ground (insurance, tort) with respect to the Reserved Goods are hereby assigned to us in full. They shall serve as security to the same extent as the Reserved Goods within the meaning of Section 8.1.

8.6. If the Reserved Goods are resold by the Purchaser together with other goods, the claim from the resale shall be assigned to us in the amount of our invoice. In the event of the resale of goods in which we have co-ownership shares pursuant to Section 8.3, a part of the claim corresponding to our co-ownership share shall be assigned to us.

8.7. The Purchaser shall be entitled to collect claims arising from the resale unless we revoke this collection authorization; we shall be entitled to do so if the Purchaser is in arrears with payment or if his financial circumstances deteriorate significantly. At our request, the Purchaser shall be obliged to inform his Purchasers immediately of the assignment to us – insofar as we do not do this ourselves – and to provide us with or make available to us the information and documents necessary for the collection of the claims. In cases of payment arrears or significant deterioration of assets, we may also demand return of the Reserved Goods subject to retention of title or transfer of indirect possession at the expense of the Purchaser; in such cases, we shall also be entitled to enter the business premises of the Purchaser after prior notice and to seize the Reserved Goods. Such measures shall only be deemed to be a withdrawal from the contract if we expressly declare this.

8.8. The Purchaser must notify us immediately of any seizure or other impairment of the Reserved Goods by third parties.

8.9. If the value of the securities existing for us exceeds our claims by a total of more than 20%, we shall be obliged to release securities of our choice to this extent at the request of the Purchaser.

8.10. If the retention of title is ineffective under the law of the country to which the goods are transferred, the security for claims shall be deemed to be agreed which can be validly agreed in the country concerned and which is economically closest to the retention of title. The Purchaser shall be obliged to take the necessary measures in fact or in law to this end.

9. Notification of Defects and Liability for Material Defects

9.1. Our information on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representation of the same (e.g. drawings, illustrations, samples) are only approximately authoritative, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Assurances and guarantees must be expressly identified as such. Technical specifications in information and advertising material publicly issued by us, our suppliers or assistants shall only be binding if expressly confirmed as such by us in the order confirmation. We reserve the right to make minor changes to the concept and design of the packaging. In the case of manufacture/delivery according to the Purchaser‘s drawing or instructions, we shall not assume any warranty for suitability for the intended purpose.

9.2. Defects in the goods must be reported in writing immediately, at the latest 7 days after delivery. Defects which cannot be discovered within this period even with the most careful inspection shall be reported in writing immediately after discovery, with immediate cessation of any processing. In all cases, the goods must be kept ready for inspection by us in an unchanged condition after discovery of the defect. If the Purchaser violates the obligation to notify us or if he processes the goods after the defect has been discovered or if he does not make the goods available for inspection, the goods shall be deemed to have been approved. The above provisions of this paragraph shall apply mutatis mutandis to the manufacture of a work. In the case of building materials and other goods intended for installation or other further processing, an inspection shall in any case be carried out immediately before installation or processing.

9.3. In the event of a justified notice of defect within the time limit, we may, at our discretion, remedy the defect (repair) or deliver goods free of defects (replacement, both forms of supplementary performance). In the event of failure or refusal of subsequent performance, the Purchaser may withdraw from the contract or reduce the purchase price after unsuccessful expiry of a reasonable period. If the defect is not substantial or if the goods have already been processed or remodeled, he shall only be entitled to the right of reduction. The above provisions of this paragraph shall apply mutatis mutandis to the production of a work.

9.4. We shall bear expenses in connection with subsequent performance only to the extent that they are reasonable in the individual case, in particular in relation to the purchase price of the goods, limited to a maximum of 150% of the purchase price. We shall only bear further expenses, such as sorting costs, in accordance with Section 10. of these Terms and Conditions. We shall not be liable for expenses incurred because the goods sold have been taken to a place other than the agreed place of performance.

9.5. Our further liability shall be governed by Section 10. of these Terms and Conditions. Rights of recourse of the Purchaser according to Sections 445b, 478, 479 German Civil Code (BGB) remain unaffected.

10. General Limitation of Liability

10.1. We shall be liable for breach of contractual and non-contractual obligations, in particular for impossibility, delay, culpa in contrahendo and tort – including for our executive employees and other vicarious agents – only in cases of intent and gross negligence. In all other respects, our liability, including for damage caused by defects and consequential damage caused by defects, shall be excluded.

10.2. The restrictions from 10.1 shall not apply in the event of culpable breach of material contractual obligations. Material contractual obligations are the obligation to deliver on time and to ensure that the goods are free from defects which impair their functionality or usability more than insignificantly and, furthermore, advisory, protective and duty of care obligations which are intended to protect the Purchaser or its personnel from significant damage. Furthermore, the limitations shall not apply in cases of mandatory liability under the Product Liability Act, in the event of injury to life, limb or health and also not if and to the extent that we have fraudulently concealed defects in the item or guaranteed their absence. The rights of recourse of the Purchaser according to Sections 478, 479 BGB German Civil Code (BGB) as well as the rules on the burden of proof shall remain unaffected.

10.3. Insofar as we are liable on the merits for damages in accordance with Section 10.1., this liability shall be limited to damages which we foresaw as a possible consequence of a breach of

contract at the time of conclusion of the contract or which we should have foreseen taking into account the circumstances which were known to us or which we should have recognized if we had exercised due diligence in accordance with the contract. Indirect damage and consequential damage resulting from defects in the delivered goods shall also only be compensable insofar as such damage is typically to be expected when the delivered goods are used for its intended purpose.

10.4. We shall not be liable for damage resulting from (a) unsuitable or improper use by the Purchaser or third parties, (b) incorrect or negligent handling, (c) unsuitable operating materials, (d) chemical, electrochemical or electrical influences, unless they are within our sphere of responsibility, or (e) to the extent that the damage was caused by the raw materials and/or materials provided or procured by the Purchaser or procured by us on behalf of the Purchaser. The same shall apply to defects within the scope of contract manufacturing which are wholly or partly attributable to incomplete, misleading, incorrect or not timely communicated manufacturing instructions on the part of the Purchaser. The Purchaser shall bear the burden of proof for the correctness and timely communication of its manufacturing instructions. Furthermore, we shall not be liable if the goods have been modified after the passing of risk and the damage is causally related to such modification.

10.5. Claims for defects and claims for damages shall become statute-barred one year after delivery of the goods. This shall not apply insofar as Sections 438 para. 1 no. 2, Sections 445b, 478, 479 BGB or Section 634 a para. 1 no. 2 German Civil Code (BGB) prescribe longer periods as well as in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty by us or in the event of fraudulent concealment of a defect.

10.6. If the delivered goods cannot be used by the Purchaser in accordance with the contract due to our fault as a result of omitted or faulty execution of pre- or post-contractual suggestions or consultations or due to the violation of other contractual secondary obligations, in particular instructions for the storage of the delivered goods, the provisions of the above clauses shall apply accordingly to the exclusion of further claims of the Purchaser.

11. Place of Performance, Place of Jurisdiction and Applicable Law

11.1. The place of performance for our deliveries shall be our registered office.

11.2. The place of jurisdiction for all disputes arising out of or in connection with this contract shall be at our place of business (currently Mülheim an der Ruhr). However, we shall also be entitled to sue the Purchaser at his place of business or at other legally permissible places of jurisdiction.

11.3. All legal relations between us and the Purchaser shall be governed solely by the laws of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG of 11 April 1980, as amended).

12. Export Control Regulations

12.1. The Purchaser shall comply with all applicable export control and sanction regulations and laws of the European Union (EU), the United States of America (US/USA) and other jurisdictions (export control regulations). The Purchaser shall inform us in advance and provide us with all information (incl. end-use) necessary for us to comply with export control regulations, in particular if our goods are ordered for use in connection with) a country or territory, person or entity subject to restrictions or prohibitions under EU, US or other applicable export control and sanctions regulations, or intended for the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and delivery systems therefor.

12.2. We shall inform the Purchaser prior to the conclusion of the contract if the goods to be delivered by us are subject to regulations of the United States of America, in particular to regulations of the U.S. Department of Treasury prohibiting the sale, export or transfer of products and technologies to certain countries (currently Iran, Sudan, North Korea, Myanmar (Burma) and Cuba). In such case, Purchaser agrees not to sell such goods, directly or indirectly, to any Purchaser that Purchaser knows or has reason to believe will sell or export the goods to Purchasers in the aforementioned countries. In addition, any obligation on our part to provide such goods and technical information or assistance shall be subject to the laws and regulations of the United States, including, without limitation, the Export Administration Act of 1979, as amended, successor statutes, and the Export Administration Regulations of the Department of Commerce and the Bureau of Industry and Security, which govern the licensing and delivery of technology and products abroad from persons subject to the jurisdiction of the United States.

12.3. The performance of our contractual obligations is subject to the condition that applicable export control regulations do not conflict. Otherwise, after prior notification in text form, we shall be entitled to refuse or withhold performance of the contract without any liability to the Purchaser until the risk of a violation of export control regulations has been eliminated.

13. Personal Data

We have stored data about the Purchaser in accordance with the data protection regulations. The explanations to the basic data protection regulation can be found on our website.

14. Language Version

Versions of these terms and conditions in languages other than German are for translation purposes only. In the event of any differences or contradictions between the different versions, the German version shall take precedence.