

General Terms and Conditions of Sale and Delivery ("Terms of Sale") of Oxxynova GmbH

Status: April 2021

1. Scope

Our present and future deliveries and services shall be governed exclusively by these Terms of Sale and in addition by the applicable statutory provisions. Any deviating provisions - in particular in purchasing conditions of the customer - are only binding for us if they have been confirmed by us in writing. The unconditional delivery of goods, the provision of services or the acceptance of payments shall not constitute any acknowledgement on our part of deviating provisions.

2. Offers, contracts

- 2.1 Our offers are subject to change; a contract is only concluded by our written or pre-printed order confirmation or when orders have been executed by us.
- 2.2 Ordered and confirmed quantities are binding and must be accepted in the respective order month or, in the event of non-acceptance, paid in the amount of the value of the goods excluding transportation costs.

3. Formal requirement

- 3.1 Declarations and notifications by the customer after conclusion of the contract (e.g. setting of a deadline, notice of defects, withdrawal from contract or reduction of purchase price) are only effective if they are made in writing. Legal formal requirements and further proof in particular in the event of doubts about the legitimacy of the person making the declaration remain unaffected.

4. Prices

Unless otherwise agreed in writing, our prices are ex works; the costs for packaging are not included. Value added tax shall be payable in addition at the statutory rate applicable on the date of invoicing.

5. Payment, set-off

- 5.1 Unless otherwise agreed in writing, the customer shall pay the purchase price 5 days after delivery of the goods or performance of the service.
- 5.2 The customer may only offset against undisputed claims or claims that have been confirmed by a final decision of the competent court.
- 5.3 Receivables payable whose deadlines fall on a weekend or public holiday shall be paid on the last banking day before the respective weekend or public holiday.
- 5.4 In the event that receivables payable are not settled or are only partially settled on time, interest of 9 percentage points per year above the applicable base interest rate pursuant to Section 247 of the German Civil Code (BGB) will be charged for late payment amounts as of the due date, as well as a processing fee of 10.00 (ten) euros per reminder from the 2nd reminder onwards, provided that the customer is responsible for the late payment.
- 5.5 The provisions of clause 5.4 are not to be taken as an indication of our willingness to grant extended credit and are without prejudice to any rights or remedies Oxxynova may have or otherwise have and are without prejudice to any rights or remedies Oxxynova may have or otherwise have under the contract or otherwise. Expenses incurred by Oxxynova as a result of Customer's late payment or non-payment of the amount due, such as , but not limited to, reasonable attorneys' fees, court costs and collection fees, shall be paid by the customer.
- 5.6 Payments are to be made to Oxxynova's account as shown on the invoices, without deductions.

6. Trade credit insurance

- 6.1 If a trade credit insurance has been issued for the customer and it does not cover or only partially covers the monthly scope of delivery within the fixed payment term, Oxxynova has the option to request within 2 working days in writing and in accordance with the requirement profile of Oxxynova's credit insurer a bank or owner's guarantee to cover the ordered value of goods from the customer, or to switch to advance payment.
- 6.2 In the event of sufficient credit insurance, this shall not release the customer from his obligation to pay for the purchased goods in due time.
- 6.3 Should the customer not be able to provide other alternative security as set forth under 6.1 above within 10 working days, this will be considered as a breach of contract by the customer and will give Oxxynova the right to terminate the existing supply contract with immediate effect and to claim damages. Should there be any delay in terminating the contract, this will not constitute a waiver of this right. In any event, whether or not Oxxynova has complied with its right of termination,
 - a. it is not subject to the obligation to load or unload the goods
 - b. it may claim damages.

7. Place of performance, dispatch

- 7.1 The place of performance for the delivery or service is the location of our delivery plant or warehouse.
7.2 Insofar as shipment of the goods has been agreed, we shall ship the goods at the customer's risk; in doing so, we shall determine the shipping method, shipping route and carrier.

8. Partial deliveries and services

- 8.1 If possible, our delivery or service shall be provided in one delivery or service. Partial deliveries or services are possible to a reasonable extent.
8.2 Deliveries must be unloaded within two hours of registration at the customer's unloading point. Should there be delays in unloading beyond the 2 hours due to the customer, any demurrage costs incurred shall be passed on to the customer in the amount of 60 EURO per hour commenced.

9. Delivery dates; delay

- 9.1 If an agreed delivery or performance date is exceeded or another contractual obligation is not fulfilled by us in due time, the customer shall set us a reasonable grace period in writing. This grace period shall be at least two weeks.
9.2 If the delivery or service does not take place until expiry of the grace period and if the customer therefore wishes to exercise his right to withdraw from the contract or to claim damages instead of the performance, he shall be obliged to notify us of this in advance in writing, setting a further reasonable grace period and requesting delivery or service. At our request, the customer shall be obliged to declare in writing within a reasonable period of time whether it will withdraw from the contract due to the delay and/or demand damages instead of performance or insist on delivery/performance. *The provisions of clause 19 apply to claims for damages.*
9.3 If a delivery order with Oxxynova is cancelled at short notice by the customer 24h or less before the scheduled delivery date, any incurred transportation costs as well as loading and unloading costs incurred will be borne by the customer.

10. REACH

Upon delivery we confirm that all substances (substances as such or mixtures of substances) of the order comply with the provisions of Regulation EC No. 1907/2006 "*Registration, Evaluation, Authorization and Restriction of chemicals*" (REACH), in force since 1.7.2007, and Regulation EC No. 1272/2008 "*Classification, Labelling and Packaging of substances and mixtures*" (CLP), in force since 20.1.2009, and its subsequent amendments, and that they are registered.

11. Transfer of risk and insurance

- 11.1 Upon delivery of the goods to the agreed place of delivery, the risk shall pass to the customer when the unloading hose is attached, unless otherwise agreed by respective INCOTERMS.
11.2 We are entitled to take out appropriate transport insurance on behalf of and at the expense of the customer, at least up to the amount of the invoice value of the goods.

12. Retention of title

- 12.1 Sold goods remain our property until all claims arising from the business relationship have been settled. The customer is obliged to treat the goods subject to retention of title with care and to insure them adequately at replacement value against fire, water and theft at his own expense.
12.2 In the event of a breach of contract by the customer in, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in accordance with §§ 323, 324 BGB. If we take back the goods subject to retention of title, this shall constitute a withdrawal from the contract. The customer shall bear the costs of the transport to return the goods. After taking back the goods subject to retention of title, we shall be entitled to dispose of them; the proceeds shall be credited against the customer's liabilities - less reasonable costs of disposal.
12.3 In the event of seizures or other interventions by third parties, the customer must point out our ownership and notify us immediately in writing so that we can enforce our ownership rights against the third party.
12.4 As long as the customer is not in default of payment, he is entitled to sell or process the goods subject to retention of title in the ordinary course of business under the following conditions.
12.5 The customer hereby assigns to us his future claims against third parties from the resale of the goods subject to retention of title in the full amount, and from the sale of the processed product with a partial amount in accordance with our co-ownership share as security. Furthermore, the customer already now assigns his claims regarding the goods subject to retention of title to the full extent by way of security, which arise from any other legal ground against his customers or third parties (in particular claims from tort and claims for insurance benefits). We accept these assignments. We may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (customers) of the assignment. We are always entitled to inform the customer of the assignment ourselves, but undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of composition or insolvency proceedings has been filed or payments have been suspended.

- 12.6 Any processing or transformation of the goods subject to retention of title by the customer shall always be carried out for us. If the goods subject to retention of title are processed by the customer, our retention of title shall extend to the entire new product.
- 12.7 In the event of processing, combination or mixing with third-party items by the customer, we shall acquire co-ownership of the new product in the fraction corresponding to the ratio of the invoice value (final invoice amount including VAT) of our goods subject to retention of title vis-à-vis the value of the other items used by the customer at the time of processing, combination or mixing.
- 12.8 If the goods subject to retention of title are combined or mixed with a main item of the customer or a third party, the customer hereby assigns to us its rights to the new product. If the customer combines or mixes the goods subject to retention of title with a main item of a third party against payment, he hereby assigns to us his claims for remuneration against the third party.
- 12.9 We undertake to release the securities to which we are entitled at the customer's request insofar as the realisable value of the value of our securities exceeds the claims to be secured not only temporarily by more than 10%; the selection of the securities to be released is incumbent on us.

13. Force majeure

- 13.1 In the event of force majeure, our delivery and performance obligations shall be suspended. This applies in particular in the event of natural disasters, fire, flooding, storm and thunderstorm damage, pandemics or quarantine restrictions, war, shortage of energy or raw materials, fire and explosion damage, industrial disputes, official decrees, traffic or operational disruptions or if sub-suppliers do not supply us, do not supply us on time or do not supply us properly due to events of force majeure, in particular for the aforementioned reasons.
- 13.2 In the event of force majeure, we undertake to inform the Customer within 10 (ten) days of the circumstance and duration of the force majeure. If the force majeure situation persists for a period of 30 days without interruption, the Customer and the Supplier shall agree, at the request of one of the parties, to work out a mutually acceptable solution.

14. Maintenance shutdowns

- 14.1 Oxxynova and the customer will notify each other in writing at least six (6) months in advance of planned plant shutdowns for periodic plant inspections of the premises.
- 14.2 In the event of a plant shutdown, for periodic plant inspection, Oxxynova is released from all obligations to supply goods.

15. Product details

Unless expressly agreed otherwise in writing, the contractually owed quality of the goods shall be solely derived from our applicable product specifications. Specifications regarding quality, durability and other information do not constitute guarantees. Our other information, both verbal and written, about our products, devices, systems and procedures and process instructions are based on research work and technical application experience. We provide this information to the best of our knowledge, subject to changes and further developments, but without any binding nature. However, this information does not release the customer from the obligation to test our products and processes for their own use. This also applies with regard to the protection of third party property rights and to applications and procedures.

16. Quality

Oxxynova delivers all goods in accordance with the product specifications. These are available at www.oxxynova.com. All goods are delivered with a factory certificate according to EN-1204-2.1. Any analysis costs for additional test parameters expressly requested by the customer shall be borne by the customer.

17. Complaints

- 17.1 The customer is obliged to check the goods for conformity with the specifications upon receipt of the goods. During this inspection, the goods may not be unloaded. If the customer discovers during the inspection that the delivered goods do not conform to the product specifications, he will immediately notify Oxxynova within 24 hours after discovery of the Oxxynova by telephone at 05764 - 291 - 127/167/155 (during office hours) or at 0175 402 3901 (outside office hours Mon-Fri 8 -16:30) or by email to logistic@oxxynova.com and prodmanag@oxxynova.com. If the customer fails to notify us of a defect within the aforementioned period, the delivered goods shall be deemed accepted. Oxxynova will inform the customer again about the aforementioned obligations upon receipt of the goods and about the consequences of a failure to notify defects in due time.
- 17.2 Any costs for demurrage time due to an extended inspection period of a maximum of 2 hours shall be borne by the customer.
- 17.3 In case of delivery of goods not conforming to the specifications („off-spec product“) due to apparent defects, Oxxynova has the option to replace the off-spec product within 48 hours with goods conforming to the specifications („on-spec product“) within 48 hours, unless the customer notifies Oxxynova in writing in the case of only insignificant defects that the off-spec product can and will be used by him despite its off-spec quality.

17.4

The off-spec product must remain isolated in the delivery vehicle until both parties have reached a final and immediate decision on its whereabouts or its further use.

17.5 In case of use of usable off-spec product by the customer pursuant to the aforementioned clause 17.3, the customer shall only be entitled to a reduction of the purchase price and liability claims including claims for damages of any kind shall be excluded, except for liability of Oxxynova for (i) latent defects, (ii) gross negligence or wilful misconduct and/or (iii) damages resulting from injury to life, body or health. Mandatory statutory liability provisions, such as liability under the Product Liability Act, also remain unaffected.

18. Rights of the customer in the event of defects

18.1 Insofar as our delivery and/or service is defective and the customer justifiably complains about this, we shall, at our discretion, make a subsequent delivery or rectify the defect (subsequent performance). We must always be given the opportunity within a reasonable period of time. If the subsequent performance fails, the customer may withdraw from the contract or reduce the remuneration accordingly.

18.2 Furthermore, the customer may, in accordance with clause 19 to the statutory requirements, claim damages and compensation for the expenses incurred for the purpose of subsequent performance.

18.3 However, recourse by the customer against us under § 445a BGB is generally excluded.

19. Liability and compensation

19.1 Our liability for claims for damages, irrespective of the legal grounds, in particular those due to non-performance, delay, defects, breaches of duty of any kind, including breaches of pre-contractual obligations and/or for tort, shall, insofar as such claims are based on slightly negligent acts, be limited in accordance with this clause 19.

19.2 We shall not be liable for acts of ordinary negligence by our legal representatives, employees or other persons acting for or on behalf of Oxxynova, except in the case of liability for breach of a contractual duty essential for the contract. Obligations essential for the contract are in particular (i) the obligation to deliver the goods on time, (ii) the freedom from defects which impair the use or functionality of the goods more than insignificantly, (iii) such duties of advice, protection, custody and care which are intended to enable the customer to use the goods in the agreed manner or which are intended to protect the life and health of the customer's employees or to protect the customer's property from significant damage.

19.3 Insofar as we are liable for slightly negligent acts in accordance with Sections 19.1 and 19.2, this liability is limited to foreseeable damage typical for the contract. Indirect damage and consequential damage caused by defects shall be excluded insofar as such damage is not normally to be expected when the goods are used for their intended purpose.

20. Limitation

Warranty claims, claims for damages and claims for reimbursement of expenses of the customer shall become statute-barred after one year from the start of the statutory limitation period. statutory commencement of the limitation period, unless it is a matter of claims for defects for goods which have been used in accordance with their normal use for a building and have caused its defectiveness - in this case the limitation period shall be 5 years. The aforementioned limitation periods shall not apply if we have acted intentionally or if we are compulsorily liable (i) for privately used items under the Product Liability Act or for other reasons or (ii) in the event of injury to life, body or health .

21. Compliance with legal requirements

21.1 Unless otherwise agreed with the customer in writing in individual cases, the customer shall be responsible for compliance with statutory and official regulations for import, transport, storage and use and resale and export of the goods. In particular, the customer undertakes not to use these goods for the purpose of developing or producing biological, chemical or nuclear weapons; for the purpose of the illegal manufacture of drugs; in violation of embargoes; in violation of statutory registration or reporting obligations; or without the authorisations required under the to third parties, to deliver to third parties or to use the goods itself without the necessary authorisations under the applicable legal regulations. The customer shall compensate us for all losses and damages and indemnify us against all claims under civil, administrative and criminal law resulting from the customer's breach of the aforementioned obligations.

21.2 If, at the time of delivery/service, a statutory or official authorisation requirement exists for the purpose of exporting our delivery/service and the authorisation for export applied for in this respect is not granted, we shall be entitled to withdraw from the contract. In the event of delayed issuance on the part of the authorities, there shall be no claim for damages.

21.3 We shall also be entitled to withdraw from the contract if, at the time of delivery/service, an existing trade ban prohibits this or if, in the case of a product registration obligation, registration has not been applied for or granted at the time of delivery/service.

21.4 If preferential facilities can be granted for goods, we reserve the right to issue a declaration of preferential status (supplier's declaration, declaration of origin on the invoice) in automated form without a separate signature if the legal

requirements are met. We confirm that the declaration of preference is made in accordance with Regulations (EU) No. 2015/2447 and No. 2017/989.

22. Compliance

- 22.1 Oxxynova refers to the documents "Code of Conduct", which apply exclusively to Oxxynova GmbH and any affiliated companies subordinate to it and which are deposited at www.oxxynova.com, "Quality Management", "Environmental Guidelines and REACH" and "Health and Safety".
- 22.2 Furthermore, the parties are obliged to comply with all anti-corruption laws applicable to the legal relationship between Oxxynova and customer. Any breach of such laws in connection with these Terms of Sale shall constitute a breach of this contract which shall entitle the other party to terminate this contract for cause in writing without notice, notwithstanding any other claim.

23. Cancellation

- Oxxynova is entitled, without further obligation, to terminate the supply contract by written notice to the customer within a period of 30 days, if
- 23.1 The customer is insolvent, insolvency proceedings are initiated against the customer or a receiver or administrator is appointed for the customer's business,
- 23.2 The customer ceases or is likely to cease its business activity,
- 23.3 Oxxynova is discontinuing or is likely to discontinue its operations,
- 23.4 Oxxynova has reasonable cause to fear that any of the foregoing events will occur; or
- 23.5 The customer does not remedy a breach of the supply contract, annual contract or an open order within a period of 10 working days after having been notified in writing, such as in case of a repeated breach of the payment deadline.

25. Trade clauses

Insofar as trade terms in accordance with the International Commercial Terms (INCOTERMS) have been agreed, their application and interpretation shall be governed by the INCOTERMS 2020.

26. Assignment of claims

We are entitled to assign the claims arising from our business relations.

27. Completeness

Except as otherwise expressly provided in these Terms of Sale, Oxxynova has made no promises to the customer. There are no other oral or written agreements or understandings between the parties relating to this contract or any of the matters governed by it.

28. Place of jurisdiction

If the customer is a merchant, the exclusive place of jurisdiction shall be Hanover.

29. Applicable law

The law of the Federal Republic of Germany shall apply to all legal relationships between the customer and us. The conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) are excluded.

30. Partial ineffectiveness

Should individual provisions of these Terms of Sale be legally ineffective in whole or in part, the validity of the remaining provisions shall remain unaffected.