

# **General Terms and Conditions of Sale**

## **DHW Deutsche Hydrierwerke GmbH Rodleben,**

## **Ecogreen Oleochemicals GmbH and E & S Chimie SAS**

### I. Scope of application

1. The Terms and Conditions of Sale shall apply to all deliveries and services provided by us and to be provided in the future exclusively to companies pursuant to Section 310 (1) of the German Civil Code (BGB). Any terms and conditions of business of the buyer, even if they do not contradict our terms and conditions of sale, shall only apply if they are expressly recognised in writing separately for each individual case. The acceptance of deliveries and services shall be deemed to be an acknowledgement of our terms and conditions. Subsidiary agreements, amendments and deviations from these terms and conditions of sale require the written confirmation of the seller.

2. Our offers are non-binding unless expressly agreed otherwise. An order shall only be deemed to have been accepted upon the issue of a written confirmation.

3. We reserve the property rights and copyrights to all documents provided to the purchaser in connection with the placing of the order - also in electronic form - such as brochures, analysis data, etc. These documents may not be made accessible to third parties. These documents may not be made accessible to third parties unless we give our express written consent to do so. If we do not accept the orderer's offer, these documents must be returned to us without delay.

### II. Prices and Terms of Payment, Value Added Tax

1. Unless otherwise agreed in writing, our prices are ex works; the costs for packaging, freight, customs duties, taxes, etc. are not included. The price lists valid on the day of delivery shall be decisive for the prices. Value added tax shall be payable in addition at the statutory rate applicable on the date of invoicing.

2. In the event of a significant change or new introduction of order-related costs, such as freight, customs duties, taxes or similar, after conclusion of the contract, the purchase price shall change accordingly.

3. The dispatch weights, numbers of items and quantities determined by the seller shall be decisive for the calculation if the buyer does not object immediately. Minor deviations in weight resulting from transport or storage are permissible.

4. Unless otherwise agreed, invoices are payable within 30 days of the invoice date without any deductions. If the agreed payment date is exceeded, the seller may demand interest from the buyer on the purchase price from the due date at the rate charged by banks for corresponding loans, but at least 3% above the discount rate of the Deutsche Bundesbank. The seller reserves the right to claim damages for default in excess of this amount. Currency differences shall also be taken into account in this respect. Bills of exchange shall only be accepted by special agreement and only on account of payment, with all collection and discount charges being charged.

5. The buyer shall only be entitled to offset or assert a right of retention if the counterclaims are undisputed or have been legally established.

6. In the event of default in payment of an invoice due and reasonable doubt as to the buyer's ability to pay (negative information, in particular about bill and cheque protests, etc.), the seller shall be entitled to make future deliveries only against advance payment. The seller shall be entitled to withhold further deliveries until full payment of invoices already due, including

interest on arrears incurred and any legal costs, and to withdraw from the purchase contract or to claim damages for non-performance. Furthermore, in the event of default in payment, the seller shall be entitled to demand immediate payment also for all claims not yet due.

7. The customer assures the correctness of the details of his address and his VAT number. If a delivery is treated as taxable due to deficiencies in the details of the address or the VAT ID number, the customer shall reimburse the tax payable by us.

8. If there is a VAT-exempt intra-community delivery pursuant to §§ 4 No. 1 lit. b) in conjunction with § 6 a UStG, the customer is obliged to submit a confirmation of receipt upon request. § 6 a UStG, the customer shall be obliged to submit a confirmation of receipt upon request, which shall comply with the principles of § 17 a UStDV. If the customer does not comply with his obligation within 30 days upon our request, the VAT may be charged subsequently. Ownership of the object of purchase shall remain reserved until receipt of the confirmation of receipt or until payment of the recalculated VAT. The retention of title according to clause VI. Terms and Conditions of Sale shall not be affected by this.

### III. Delivery, acceptance and transfer of risk

1. Unless otherwise agreed, the seller shall choose the route and method of dispatch, taking into account the interests of the buyer as appropriate, but without guaranteeing the cheapest mode of transport.

2. Stated delivery dates shall be deemed non-binding. Minor deviations are possible and do not justify any claims on the part of the buyer.

3. If delivery is hindered by operational disruptions unforeseeable by the seller or for which the seller is not responsible, delivery delays or delivery failures on the part of upstream suppliers, shortages of raw materials, energy or labour, strikes, lockouts, official decrees, traffic disruptions, difficulties in procuring means of transport, fire, explosion, riots and other cases of force majeure, the delivery period shall be extended by the duration of the hindrance to performance. The seller shall inform the buyer as soon as possible of the beginning and end of such disruptions. If delivery is delayed by more than one month as a result, both the buyer and the seller shall be entitled to withdraw from the contract with regard to the quantity affected by the delivery disruption, to the exclusion of all further claims.

4. The buyer is obliged to take delivery - also of partial deliveries, provided that these are reasonable. In the event of default in acceptance by the buyer, the seller shall be entitled, without prejudice to its right to claim damages for non-performance or withdrawal from the contract, to otherwise dispose of the goods sold or to claim compensation for the additional expenses incurred due to storage. If the delay in acceptance is caused by disruptions unforeseeable by the buyer or for which the buyer is not responsible, and if acceptance is delayed by more than one month as a result, both the buyer and the seller shall be entitled to withdraw from the contract to the exclusion of all further claims.

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5. The risk of destruction, loss or damage of the goods shall pass to the buyer upon their dispatch or, in the case of collection, upon their being made available as notified to the buyer. This shall also apply in the case of carriage paid delivery. Proof of faultless packaging shall be deemed to have been furnished when the goods are accepted by the railway, forwarding agent or carrier without objection and shall exclude any claims arising from weight loss or damage during transport, weight losses or damage to the goods occurring during transport.

#### IV. Complaints, warranty, liability

1. The buyer must check - if necessary by means of a trial processing - whether the delivered goods are of the contractually warranted quality and suitable for the intended use.

2. Complaints about material defects, packaging defects, wrong deliveries (including obvious ones) and quantity deviations must be made immediately after expiry of the customary inspection periods. The notice of defect shall be deemed to have been given out of time if

a) in the case of obvious defects, not within three business days of receipt of the goods,

b) in the case of defects which can only be ascertained on the basis of a laboratory analysis which would normally be commissioned, not at the latest by the expiry of three business days from receipt of the analysis, which in turn must have been arranged for at the latest three business days after receipt of the goods,

c) in the case of hidden defects which were not to be notified in accordance with b), not notified at the latest three business days after their discovery.

notified within three business days after discovery. Periods of limitation shall remain unaffected. Furthermore, the Seller shall only accept notices of defects if the goods complained about are still in their original condition and have been stored properly. The return of rejected goods may only take place with the express consent of the seller.

3. In the case of FOB sales, notwithstanding the rules in 2, a notice of defects can only be recognised if it is received by us before the buyer has taken delivery of the goods at the quay in the port of loading or before the goods have been transferred to the sea-going vessel.

4. In the event of duly notified and justified complaints, the seller shall be obliged within a reasonable period of time to choose between replacement or subsequent delivery, redhibitory action or reduction of the purchase price. If the seller does not exercise his right of choice, this shall pass to the buyer.

5. Any further claims shall be excluded. In particular, the Seller shall not be liable for damage not incurred to the delivery item, loss of profit, other financial losses or any consequential damage. This does not apply to damages due to intent or gross negligence or negligent breach of a material contractual obligation. Liability for personal injury under the Product Liability Act shall also remain unaffected. The Seller shall not be liable for minor deviations and an insignificant reduction in the value or suitability of the delivered goods.

6. The exclusions of liability shall also apply to the personal liability of employees, workers, representatives, suppliers and vicarious agents.

#### V. Technical advice on application

The Seller shall provide technical advice to the best of its knowledge. All data and information on the suitability and application of the products do not exempt the buyer from carrying out his own tests and trials with regard to the suitability of the products for the intended processes and purposes.

#### VI. Retention of title

1. The goods delivered shall remain the seller's property until all present and future claims have been settled in full.

2. The seller's ownership shall also extend to new goods created by processing the goods subject to retention of title. The seller's ownership also extends to new goods resulting from the processing of the goods subject to retention of title. In the event of processing, combination or mixing of the delivered goods with third-party goods, the seller shall acquire co-ownership in the ratio of the invoice value of the delivered goods to the invoice value - or in the absence of such to the market value - of the other goods. The goods shall be stored by the buyer free of charge.

3. The buyer is entitled to dispose of the goods owned or co-owned by the seller in the ordinary course of business as long as he meets his obligations from the business relationship with the seller in due time. In the event of a resale of the goods is obliged to agree a reservation of title with his customers in the event of a resale of the goods. Claims and rights resulting from this resale and rights resulting from this resale shall be transferred to the seller in the amount of the share of co-ownership.

4. The buyer is prohibited from pledging goods subject to retention of title or outstanding accounts assigned to us to third parties or transferring them as security. In the event of access by third parties to goods subject to retention of title or outstanding accounts assigned to us, the buyer shall be obliged to inform the seller immediately and to reimburse any intervention costs incurred.

5. If the buyer combines or mixes the delivered goods with a main item of a third party in return for payment, he hereby assigns to the seller his claims for payment against the third party up to the amount of the invoice value of the delivered goods by way of security.

6. At the request of the seller, the buyer is obliged to inform his customers of the assignment of claims and to provide the seller with the information and documents required to assert his rights against the customers.

7. The buyer is obliged to keep the reserved goods carefully and to insure them against theft, damage and destruction at his own expense. Any insurance claims arising from this shall be assigned to the seller in advance.

8. In the event of default in payment by the buyer, the seller shall be entitled to demand the return of the goods subject to retention of title from the buyer, even without setting a grace period. The taking back of the reserved goods shall only be deemed to be a withdrawal from the contract if the seller expressly declares this in writing.

9. If the value of the securities provided to the seller exceeds its claims against the buyer by a total of more than 10%, the seller shall be obliged, at the buyer's request, to release the securities exceeding this percentage at its discretion.

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VII. REACH conformity and information obligations

The Seller undertakes to comply with the REACH Regulation (Regulation EC No. 1907/2006) with regard to the delivered goods including packaging.

The Seller shall ensure that if the goods/products delivered by him or their packaging contain substances covered by REACH, these are registered in accordance with REACH. He undertakes to transmit all information and documentation required by the Regulation (in particular pursuant to Art. 31 et seq. of the REACH Regulation) within the deadlines provided for in REACH or to forward the information from his upstream suppliers without delay.

VIII. Place of Performance, Jurisdiction, Applicable Law, Data Protection, Miscellaneous

1. The place of performance for delivery shall be the respective shipping point of the Seller, and for payment the place of performance shall be the Seller's registered office.

2. The place of jurisdiction shall be, at the Seller's option, the Seller's registered office or the Buyer's general place of jurisdiction; this shall also apply to proceedings relating to documents, bills of exchange and cheques.

3. The law of the Federal Republic of Germany shall apply, as well as the Incoterms of the International Chamber of Commerce in Paris, as amended from time to time, in cross-border transactions.

4. All amendments and supplements must be made in text form. The text form requirement, in turn, can only be amended if the text form is complied with.

In the event of deviations from the agreed terms of sale, an objection must be lodged within 24 hours of receipt of this letter. The customer is obliged to treat the contents of the contract concluded with us as confidential. Information about the content of the contract may only be disclosed to competent supervisory authorities within the scope of statutory duties to provide information and to consultants professionally bound to secrecy. The obligation to maintain confidentiality shall remain in force beyond the termination of the contract for a period of 12 (twelve) months.

With regard to data protection, we refer to the regulations on our homepage:  
[www.dhw-ecogreenoleo.de/Datenschutzerklärung](http://www.dhw-ecogreenoleo.de/Datenschutzerklärung).

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