

Date: 30 April 2021

1. Scope

- 1.1 KOMINEX shall provide all deliveries and services only in accordance with the following general terms and conditions for deliveries and services (terms and conditions). The addressees of these terms and conditions are entrepreneurs in the sense of §§ 14, 310 BGB [German Civil Code].
- 1.2 General terms and conditions of purchase of the purchaser shall only be valid if KOMINEX has explicitly agreed to them in writing. The execution of orders does not imply acceptance of the purchaser's general terms and conditions of purchase. If the purchaser has accepted the terms and conditions of KOMINEX after they have been made known to them in terms of content, they shall also apply to future contracts with them without having to refer to them explicitly in individual cases.

2. Offer, conclusion of contract

- 2.1 All information provided on websites, in brochures, advertising and offers without obligation constitute an invitation to the customer to place a binding order. Offers are binding if KOMINEX issues them in writing and does not declare any reservations in them. The acceptance of the order shall be effected by order confirmation, delivery or execution of the services.
- 2.2 Samples and specimens provided to the customer by KOMINEX or taken by them, as well as other information on the characteristics of commercial goods or prepared substances, are bindingly complied with within the framework of agreed tolerances or standards, if they become part of the content of the contract concluded with the customer. Insofar as substances to be manufactured or delivered are not based on special specifications, they are made on the basis of average standard values and quality characteristics from which deviations are possible to the extent customary in the trade. The customer is responsible for special purposes not covered by this. Compliance with legal and official regulations in another country shall only be owed if either KOMINEX declares this in advertising or in offers or if it is contractually agreed with the purchaser in the individual case.

- 2.3 Legally binding contracts oblige the purchaser to accept and pay for the agreed deliveries and manufactured substances in the specified quantities in the agreed time or period in accordance with the legal provisions at the place of delivery.
- 2.4 If KOMINEX undertakes the processing of residual materials for the purchaser after prior analysis of samples provided, the purchaser shall ensure that the materials provided have the characteristics of the samples and confirm their composition explicitly, at the latest upon their delivery. Otherwise KOMINEX can reject their acceptance for processing.

3. Prices, payment, set-off

- 3.1 The agreed price, calculated according to the place of delivery, is decisive in each case. The price owed is due for payment immediately after delivery of the materials in accordance with the contract or after acceptance in the case of processed materials. KOMINEX shall not be obliged to maintain this price also for future orders not yet placed, unless otherwise agreed with the orderer. In the absence of any other agreement, the prices stated in the current price list of KOMINEX applicable at the time of conclusion of the contract shall be payable. The prices are exclusive of value added tax. Packaging, transport and transport insurance costs. These as well as all other additional costs, even if KOMINEX takes over the transport in individual cases, are to be remunerated separately by the purchaser.
- 3.2 For deliveries which are to take place within a period of more than four months after conclusion of the contract, KOMINEX shall have the right to adjust the price according to cost increases which have occurred in the meantime. Special agreements in the case of framework agreements are possible. If KOMINEX agrees on a price determination with the purchaser, depending on certain price factors and indices, such as raw material prices, changes in these, depending e.g. on agreed delivery day prices, can lead to corresponding price adjustments.
- 3.3 KOMINEX agrees on advance payment with the purchaser, if no business relationship has existed with them so far, if deliveries are to be made abroad, if the purchaser has their place of business abroad or if there are reasons in the individual case, which give reason to doubt the timely payment after delivery. In other cases, the price owed is due for payment immediately after delivery in accordance with the contract. Payment

must be made immediately after receipt of the invoice without deduction.

3.4 In case of default of payment, KOMINEX is entitled to charge default interest in the amount of 9 percentage points above the base interest rate. IMEXCO reserves the right to claim higher interest for another legal reason and to claim further damages.

3.5 If at the time of delivery a substantial deterioration of the financial circumstances of the customer occurs, KOMINEX shall be entitled to refuse the further execution of the contract until the customer effects the counter-performance or provides security for it. If the purchaser defaults on payments, all claims against them, regardless of whether they have already been invoiced or not, become due immediately.

3.6 The customer shall not be entitled to set off any claims other than those which are undisputed, acknowledged or have become res judicata.

4. Periods and dates

4.1 Deadlines and dates are only binding if they have been explicitly agreed between KOMINEX and the purchaser. In case of non-compliance, the purchaser shall grant KOMINEX a reasonable period of grace for the performance of the contractual service owed. The grace period must be declared in writing.

4.2 The delivery by KOMINEX is deemed to have been made on time if the goods are ready for acceptance at the place of business or warehouse. Subsequent requests for changes or additions by the purchaser or delays in the delivery of materials to be prepared for the purchaser will lead to an appropriate extension of agreed dates and deadlines.

4.3 Agreed delivery periods and dates shall be extended at least by the duration of the hindrance in cases of force majeure as well as other circumstances for which KOMINEX is not responsible, which also include other unforeseeable events which lie outside the sphere of influence of KOMINEX and which may be triggered, for example, by the consequences of a pandemic. In such cases, KOMINEX is exempt from liability due to non-compliance with agreed deadlines and dates. If the impediment lasts longer than six weeks without interruption, each contractual party shall have the right to withdraw from the contract with a written declaration without having to reimburse the other contractual party for expenses and damages incurred or still to be incurred as a result. We reserve the right to claim

for expenses and damages incurred in the event that the other party to the contract is at fault.

4.4 KOMINEX is entitled to partial deliveries and partial services in individual cases, provided that these are reasonable for the purchaser. Early deliveries or services by KOMINEX are permissible, unless explicitly agreed otherwise.

4.5 In case of delay, KOMINEX shall be liable according to the legal provisions, as far as a delay in delivery is based on an intentional or grossly negligent breach of contract for which KOMINEX is responsible or the breach of an essential contractual obligation. The liability is limited to the reasonably foreseeable, typically occurring damage if an essential contractual obligation is only breached due to slight negligence.

4.6 If the purchaser is in default of acceptance or if they do not comply with their duties to co-operate despite a warning, KOMINEX shall be entitled to demand compensation for the damage arising in this respect, including any additional expenses. KOMINEX shall retain further rights according to the statutory provisions.

5. Delivery, dispatch, transfer of risk

5.1 The delivery of substances to be prepared for the purchaser or of other substances and trade goods shall in principle take place at the place of business of KOMINEX.

5.2 If KOMINEX also takes over the dispatch, this shall be carried out at the discretion of KOMINEX "ex works" or "ex warehouse" at the risk and expense of the customer. This shall also apply to carriage paid deliveries, if such have been agreed. Irrespective of this, the risk of accidental loss or accidental deterioration of characteristics of materials to be manufactured/delivered shall pass to the purchaser if they are in default of acceptance.

6. Retention of title, withdrawal

6.1 KOMINEX reserves the right of ownership of deliveries until full payment has been made. The customer shall be entitled to resell the delivery owned by KOMINEX (reserved goods) in the ordinary course of business. They already now assign to KOMINEX all claims arising from the resale up to the amount of the agreed delivery price. If the goods subject to retention of title are resold together with other deliveries which do not belong to KOMINEX, the claim of the customer

- against their purchasers to the amount of the delivery price agreed between them and KOMINEX for the goods subject to retention of title shall be deemed assigned.
- 6.2 Any processing or transformation of delivered goods subject to retention of title shall be carried out for KOMINEX as manufacturer within the meaning of § 950 BGB. The processed goods shall be deemed to be goods subject to retention of title. In case of processing or combination of the goods subject to retention of title with other goods by the customer, KOMINEX shall be entitled to co-ownership of the new item in the ratio of the delivery price of the goods subject to retention of title to the delivery price of the other goods used.
- 6.3 Prior to the transfer of ownership, a pledge or transfer of ownership by way of security is not permitted without the explicit consent of KOMINEX. The customer is obliged to inform KOMINEX immediately if third parties lay claim to the goods subject to retention of title.
- 6.4 In case of behaviour of the purchaser contrary to the contract, especially in case of default of payment, KOMINEX shall be entitled to take back the delivery, in case of default of payment if KOMINEX has withdrawn from the contract. After taking back the goods, KOMINEX shall be entitled to realise them. The realisation proceeds are to be credited against the liabilities of the purchaser – less reasonable realisation costs.
- 6.5 In the event that the property of KOMINEX in the goods delivered with reservation of title expires due to combination, the (co-)ownership of the purchaser in the unified object shall pass to KOMINEX proportionally according to the invoice value of the reserved goods and shall be kept safe by the purchaser free of charge.
- 6.6 KOMINEX undertakes to release the securities at the request of the customer insofar as their realisable value exceeds the claims to be secured by more than 10%.
- 7. Rights to defects, liability for defects, other liability**
- 7.1 In the event of a commercial purchase, the purchaser shall, in accordance with § 377 HGB (German Commercial Code), inspect the delivery in the ordinary course of business immediately after receipt and inform KOMINEX immediately in writing of any defects, shortages or incorrect deliveries discovered, together with the reasons for the complaint. Complaints about weight must be made in writing within 3 days of delivery. Hidden defects must be notified immediately after discovery. The customer must give KOMINEX the opportunity to determine the defect, e.g. to present defective goods in a testable and meaningful quantity or return samples taken on receipt of the goods.
- 7.2 The risk shall pass to the customer at the place of delivery or with acceptance, if such is provided for by law. The purchaser's rights in respect of defects shall lapse if the purchaser fails to comply with prescribed storage conditions for the delivery and this causes the defectiveness.
- 7.3 The claims of the purchaser for duly notified defects shall be governed by the statutory provisions. The purchaser must grant KOMINEX the possibility of supplementary performance by removal of the defect or delivery of defect-free goods within an appropriate period of grace. The setting of a period of grace by the purchaser must be in writing. If the supplementary performance fails, the customer shall have the right to reduce the remuneration or to withdraw from the contract. The customer's right to withdraw from the contract is excluded if the breach of duty is insignificant. This shall also apply if the delivery has already been processed and the customer can use it for the contractual purposes despite the defects. Claims for damages by the purchaser due to defects or a claim for reimbursement of expenses shall be governed by Clause 7.5.
- 7.4 The purchaser shall only have the right of self-execution if KOMINEX is in default with the subsequent performance in the case of defective processing of residual materials made available to KOMINEX.
- 7.5 KOMINEX shall be liable in the case of claims for defects as well as in other cases of breach of duty, irrespective of the legal grounds, in addition to the claims listed in section 4.5, for damages or reimbursement of expenses in accordance with the statutory provisions if these are based on intent or gross negligence on the part of KOMINEX. For the slightly negligent breach of essential contractual obligations, the liability of KOMINEX shall be limited to the reasonably foreseeable damage typical for the contract. In all other cases, liability is excluded, unless guaranteed characteristics are not met, defects are fraudulently concealed.

Statutory liability for personal injury and mandatory liability under the Product Liability Act shall remain unaffected.

7.6 A limitation period of twelve months shall apply to the purchaser's rights in respect of defects. In the event of fraudulent concealment of defects as well as in cases of liability due to intent or gross negligence or in the event of fraudulent concealment of a defect, the statutory limitation period shall apply. If the delivery has been used for a building in accordance with its customary use and has caused its defectiveness, as well as in the case of claims for personal injury, the statutory limitation period shall also apply.

7.7 Statutory rights of recourse of the customer according to §§ 478, 479 BGB due to defects in the case of a purchase of consumer goods as well as the statutorily determined limitation period for rights of recourse in 445b BGB remain unaffected.

8. Place of performance, place of jurisdiction, applicable law

8.1 Place of performance for deliveries and payment is the registered office of KOMINEX.

8.2 The place of jurisdiction shall be the court competent at the place of business of KOMINEX or, at the discretion of KOMINEX, the general place of jurisdiction of the customer, provided that the latter is a merchant within the meaning of the HGB [German Commercial Code], a legal entity under public law or a special fund under public law.

8.3 The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention; CISG) of 11 April 1980.