General Terms and Conditions of Sale
of
OQEMA AG / OQEMA GmbH /
OQEMIQS GmbH / OQEMA Contract GmbH/ OQEMA Process GmbH

1 Applicability of the GTC

1.1 These General Terms and Conditions of Sale (hereinafter referred to as "**GTC**") apply to all sales and deliveries of goods to companies (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law (hereinafter referred to as "**Customer**"). These GTC shall not apply to consumers (Section 13 BGB).

1.2 Deviating general terms and conditions of the customer shall not apply - if and insofar as they do not correspond to these GTC - unless we have expressly consented to their application; unconditional execution of the transaction by us shall not constitute a consent to the application of the customer's general terms and conditions.

1.3 Any individual agreements concluded between us and the customer shall take precedence over these GTC, irrespective of the form chosen in each case.

2 Offers and orders

2.1 Unless otherwise stated in the offer, our offers are valid for a period of 14 days from the date of the offer; they can be revoked informally and without giving reasons at any time until receipt of the declaration of acceptance by us. An order placed by the customer after the expiry of the validity period of our offer shall be deemed to be a contractual offer to us.

2.2 Notwithstanding the above, the customer is obliged to check our offer immediately for recognizable errors, ambiguities (in particular with regard to the specifications), incompleteness and unsuitability of the specifications for the use required under the contract and to inform us immediately of any necessary amendments or clarifications to the offer so that we can resubmit an offer that has been corrected with regard to the customer's subjective requirements but is nevertheless non-binding.

2.3 If the customer's orders are not based on our specific offer, the customer's order legally constitutes an offer, which is always binding unless otherwise stated in the offer. Acceptance (= conclusion of contract) of the offer can be declared by us within 30 days of receipt of the offer in any form, e.g. by sending an order confirmation or by dispatching the ordered goods.

2.4 We shall not be obliged to check an offer from the customer for recognizable errors, ambiguities, incompleteness and unsuitability for the use assumed under the contract. Nevertheless, we will inform the customer of any errors, ambiguities, incompleteness and unsuitability for the use assumed under the contract and seek clarification.

3 Delivery and delay

3.1 Unless otherwise agreed, all our deliveries are subject to 'EXW Incoterms (2020)' (referring to the warehouse/factory from which we deliver).

3.2 Unless otherwise agreed, we are obliged to deliver the goods within 90 days of the conclusion of the contract. The delivery period shall commence upon conclusion of the contract, but not before receipt of any advance payment due (advance payment) individually agreed.

3.3 The delivery periods shall be extended in all cases by the period by which the customer does not fulfil his obligation to us and we are entitled to a right of retention against the customer and we exercise this accordingly.

3.4 If we are unable to meet bindingly agreed delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this immediately and at the same time provide an estimated new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already provided by the customer. A case of non-availability of the service in this sense is in particular the case if a correct and timely delivery is not made by our suppliers, if we have concluded an effective covering transaction, neither we nor our supplier are at fault, or we are not obliged to procure in the individual case.

3.5 The occurrence of a delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a warning by the customer is required before the customer withdraws from the contract (Section 376 para. 1 German Commercial Code (HGB) is waived in this respect), unless the contract is an absolute fixed-date transaction. In the event of a delay in delivery, we shall not be obliged to pay a contractual penalty and/or liquidated damages.

3.6 We are entitled to make partial deliveries if this does not incur any additional costs for the customer.

3.7 If the customer does not accept the goods at the agreed time, or if acceptance is not possible at the agreed time due to the customer's fault, the customer shall be in default of acceptance. In the event of default of acceptance, we shall be entitled to demand a contractual penalty of 0.1% per day from the 2nd day of default of acceptance, up to a maximum of 5% of the respective net order value from the customer. Any further claims for damages shall remain unaffected by this. We reserve the right to set an extension period of 10 working days for acceptance at. Should the second acceptance also fail, we shall be entitled to withdraw from the contract; the provisions of Section 323 BGB shall remain

unaffected by this.

4 Prices and terms of payment

4.1 The prices quoted by us in an offer or in an order confirmation are net prices and are subject to statutory VAT and any packaging and shipping costs incurred.

4.2 With regard to the bearing of customs duties, import duties or comparable public charges (hereinafter uniformly referred to as 'customs duties'), the contractual agreements shall apply.

4.2.1 Notwithstanding the preceding paragraph, we shall be entitled to adjust the agreed prices if, after conclusion of the contract, new or increased customs duties are levied on the goods covered by the contract and these are borne by us. Conversely, we shall be obliged to adjust the prices if existing customs duties are abolished or reduced.

4.2.2 A price adjustment shall also be permissible if customs duties have a significant impact on the procurement or manufacturing costs of the goods. A significant increase in procurement or manufacturing costs shall be deemed to exist in particular if the additional costs exceed 10% of the originally calculated cost of goods.

4.2.3 A price adjustment in accordance with paras. 4.2.1 or 4.2.2 shall be made to the extent that the aforementioned cost increases or reductions have actually occurred and taking into account the economic acceptability for both contracting parties.

4.2.4 If, as a result of an event under 4.2.1 or 4.2.2, it is unreasonable for us to adhere to the contract, we shall be entitled to withdraw from the contract.

4.3 Unless otherwise agreed in the sales documents, our general price list valid at the time of the offer shall apply; the prices stated therein are to be understood EXW (INCOTERMS 2020). Any changes to the price list made after conclusion of the contract shall have no influence on the contracts already concluded between us and the customer; in particular, the customer may not demand a subsequent credit note from us in the event of price reductions made after conclusion of the contract.

4.4 Unless formula prices have been agreed between the parties, the following shall apply:

4.4.1 If, following the conclusion of the contract, our actual purchase costs for the manufacture or procurement of the products covered by the contract increase for the following items

a) raw materials, preliminary products or semi-finished goods,

b) energy (electricity, gas, fuels),

c) freight, transport and logistics costs,

d) other procurement costs directly related to the products,

increase by more than 5 per cent compared with the cost level applicable at the time the contract was concluded, we shall be entitled to adjust the contract price in accordance with the following paragraphs. It is irrelevant whether the cost increase is attributable to us or our suppliers.

4.4.2 The price increase shall be limited to the actual increase in purchase costs and shall not exceed this. At the customer's request, we shall demonstrate in an appropriate manner that the relevant purchase costs have increased and to what extent (e.g. by reference to a relevant product, energy, freight or transport cost index, supplier invoices or comparable evidence). A flat-rate surcharge unrelated to the actual cost increase is excluded.

4.4.3 We shall notify the customer of the price adjustment in writing or in text form, specifying the cost factors affected, the rate of increase and the date from which the adjustment is to take effect. The price adjustment shall take effect upon receipt of the notification and shall apply to all quantities called off by the customer or to be delivered from that date onwards. Quantities already delivered or, at the time of notification, already firmly scheduled and in production shall not be affected by the price adjustment.

4.4.4 A price adjustment in accordance with this clause shall not entitle the customer to withdraw from or terminate the contract extraordinarily, provided that the increase does not exceed 30 per cent of the most recently valid price. If the increase exceeds this figure, the customer may terminate the relevant supply contract with effect from the date on which the price adjustment is due to take effect; deliveries already made or scheduled up to that date shall be invoiced at the previous prices.

4.5 Unless otherwise agreed, the invoice amount is due and payable within 14 days of the date of delivery. The customer shall receive a corresponding invoice from us, the receipt of which, however, is not a prerequisite for our claim to payment.

4.6 The deduction of cash discounts is generally not permitted.

4.7 If the customer is in default of payment, default interest shall be charged at a rate of 9 percentage points above the respective base interest rate. In addition, we are entitled to demand from the customer the legally standardized lump sum for damages as well as any additional damages caused by default.

4.8 The customer shall only be entitled to offset any counterclaims if these have either been undisputed, recognized by us or have been confirmed as legally enforceable.

4.9 The customer is only entitled to exercise a right of retention under the conditions specified in section 4.8 and only insofar as it is based on the same contractual relationship.

5 Packaging, transport and transport insurance

5.1 If we deliver the goods in disposable packaging, this shall remain with the customer and shall not be taken back by us. The customer shall bear the costs for any disposal of the disposable packaging. Section 15 German Packaging Act is waived in this respect.

5.2 Returnable packaging may not be exchanged, filled or used in any other way by the customer. Returnable packaging must be returned to us carriage paid within six weeks in a usable, perfect and clean condition. The delivery bill- and invoice number must be stated on return shipments. Any labels affixed to the returnable packaging must not be removed.

If the customer does not comply with the obligation to return the goods in due time, we shall be entitled to demand payment from the customer of a lump-sum compensation amounting to € 20 per returnable packaging and day for the period exceeding six weeks; we shall remain entitled to demand compensation from the customer for any damage exceeding this amount.

5.3 If we deliver the goods in tank wagons, the customer must empty these immediately after delivery to the destination and return them to us or to the address specified by us. If the customer is in default with the return shipment, we shall be entitled to demand payment from the customer of a lump sum for damages in the amount of € 100 per tank wagon and day of delay; we shall remain entitled to demand compensation from the customer for any damage exceeding this amount.

5.4 If we are obliged to ship the goods by individual agreement with the customer, the customer shall be entitled to select the transport company commissioned with the shipment. We are not obliged to take out transport insurance.

5.5 Shipment shall always be at the customer's expense. If third parties are commissioned with the transportation, we are entitled to demand an additional handling fee of 10% of the remuneration demanded by the third party for the transportation.

5.6 The transportation risk shall be borne by the customer irrespective of who bears the costs.

5.7 If we deliver products in returnable containers, the ‘Appendix P to the Articles of Association of the Chemical Trade Deposit Association for Reusable Chemical Packaging’ shall apply in addition, which is available at the following link: https://www.vch-online.de/sites/default/files/kundeninfo/Kundeninformation%20Nr.%2011.pdf and is attached at the end of these General Terms and Conditions of Sale.

6 Content and use of the goods

6.1 All information about our products, in particular percentage contents or mixing ratios, are to be regarded as approximate. They are average values determined in tests under standard laboratory conditions. Unless limits for permissible deviations are expressly specified in the order confirmation and designated as such, customary deviations (manufacturing tolerances) are permissible. The same applies to deviations that are unavoidable despite all care taken in the manufacture of the goods and the determination of the goods (e.g. color deviations due to raw materials).

6.2 We assume no liability that the goods sold to the customer are suitable for the customer's intended use. The customer is responsible for compliance with statutory and official regulations when using our goods.

7 Warranty

7.1 The goods delivered by us are free of defects if they meet the subjective requirements (Section 434 para. 2 BGB) at the time of transfer of risk. It is not a prerequisite for the goods to be free of defects that they meet the objective requirements of Section 434 para. 3 BGB if and insofar as the customer and we have reached an agreement on the subjective requirements of the goods.

7.2 We are not obliged to carry out an outgoing goods inspection that goes beyond the statutory provisions.

7.3 The customer must inspect the delivered goods immediately after delivery in accordance with the provisions of Section 377 HGB. Obvious defects must be reported immediately. The date of receipt of this complaint by us shall be decisive. Defects that cannot be discovered within this period, even with the most careful inspection, must be reported immediately after discovery. If a complaint is not made in good time, the customer shall not be entitled to assert warranty claims unless the defect in question was fraudulently concealed by us. The customer shall

bear the burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect. If we enter into negotiations about a complaint, this shall in no way constitute a waiver of the objection of late, insufficient or unfounded notification of defects.

7.4 Retained samples taken by or on behalf of the customer are only permitted as evidence of a defect if the customer can prove that the sample was taken in accordance with the relevant DIN or EN standards and that the retained sample was stored in an opaque container or dark room.

7.5 Subsequent performance shall be effected at our discretion by repair or replacement.

7.6 If the subsequent performance fails, the customer may in principle demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal) at his discretion. However, in the event of only a minor breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract.

7.7 All warranty claims of the customer shall expire one year after delivery of the goods, unless we have granted a longer limitation period in individual cases. The above sentence 1 shall not apply to claims for reimbursement of expenses (Section 445a BGB) and other warranty claims of the customer pursuant to Section 437 BGB in the case of so-called supplier recourse (Section 478 BGB), to which Section 445b BGB applies.

8 Retention of title

8.1 All goods shall remain our property (goods under retention of title) until all claims to which we are entitled against the customer have been fulfilled, including claims that have arisen but become due at a later date. This shall also apply if payments are made on specially designated claims. In the case of current accounts, the goods under retention of title shall serve as security for our balance claim.

8.2 Until revoked, the customer is entitled to sell, process or mix the goods under retention of title with other materials in the ordinary course of business. However, we remain entitled to revoke this authorization at any time if the customer is in default with a payment obligation to us and/or has become insolvent.

8.3 Processing and treatment of the goods under retention of title shall be carried out for us as the manufacturer within the meaning of Section 950 BGB without any obligation on our part. The processed good shall be deemed to be a good under retention of title within the meaning of this clause 8.

8.4 If the goods under retention of title are mixed, processed and/or combined with other movable goods not belonging to us, we shall be entitled to ownership of the new goods in the ratio of the invoice value of the goods under retention of title to the invoice value of the other good or new good including the expenses for the processing (combination, mixing). If the invoice value of the other good is not known, its value shall be calculated in accordance with principles of reasonableness.

8.5 The customer hereby assigns to us his claims from the resale of the goods under retention of title in the amount of the invoice value of the goods subject to retention of title. The authorization to resell depends on the legal validity of the assignment of claims.

8.6 The customer is not entitled to assign the goods under retention of title as security to third parties, to pledge them or to carry out barter transactions with them.

8.7 The customer shall be entitled to collect claims from resale until revoked by us at any time, which may also be done verbally. Upon request, the customer is obliged to notify the third-party debtor of the assignment to us and to inform us of this notification as well as to send the information and documents necessary for the collection of the assigned claims with this notification. We must be informed immediately by the customer of any seizure or other impairment by third parties.

8.8 In particular, we are entitled to take back the goods under retention of title if the customer has exceeded the payment term granted to him or has not settled other existing liabilities to us in good time or is in default or does not comply with his obligations under these GTC.

8.9 If the customer places his claims from a resale of such materials to which we are entitled to a simple, extended or prolonged retention of title in a current account relationship, he hereby assigns to us the current account claim in the amount of the value of the goods under retention of title. After balancing, the recognized balance shall take its place, which shall be deemed assigned up to the amount of the original current account claim.

8.10 We are obliged to release the securities to which we are entitled at the customer's request to the extent that the realized value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is incumbent on us.

9 Limitation of liability

9.1 We shall be liable without limitation for damages in case of intent or gross negligence.

9.2 We are only liable for simple negligence for damage caused by

a) injury to life, limb or health,

b) defects in the goods, insofar as liability exists for personal injury and property damage in accordance with the provisions of the Product Liability Act,

c) defects which we have fraudulently concealed, or if we have assumed a guarantee for the quality of the good, or

d) the breach of a contractual obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the customer may regularly rely (cardinal obligation).

Otherwise, liability is excluded in the event of simple negligence.

9.3 Insofar as we are liable for simple negligence in accordance with section 9.2 , liability is limited to the damage that we foresaw as a possible consequence of a breach of contract when the contract was concluded or that should have been foreseen if due care had been exercised. Indirect damage and consequential damage resulting from defects in the goods are also only eligible for compensation if such damage is typically to be expected when the goods are used as intended.

9.4 Insofar as our liability is excluded or limited, this shall also apply in favor of our legal representatives, employees, subcontractors and vicarious agents in the event of direct claims by the customer against them.

9.5 If the customer claims lawyer's fees incurred by us as damages, we shall only be obliged to reimburse the fees and expenses of the lawyer to be calculated in accordance with the German Lawyer's Fees Act (RVG) as damages.

10 Force majeure

10.1 We are not responsible for delays in performance due to force majeure (e.g. operational disruptions of all kinds, transport delays, lack of energy or raw materials, pandemics or epidemics, war, strikes, lockouts, official orders, general disruptions to telecommunications, etc.) and circumstances within the customer's area of responsibility (e.g. failure to provide cooperation services on time, delays caused by third parties attributable to the customer, etc.). In such a case, we shall be entitled to provide the affected services for the duration of the impediment to performance plus a reasonable start-up time or, if the impediment to performance lasts longer than 60 days, to withdraw from the contract. We shall notify the customer immediately of any delays in performance due to force majeure.

10.2 If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate written declaration to us.

11 Product recall

11.1 In the event that we decide to recall products (e.g. due to quality defects or as a precautionary measure), we are entitled to refuse delivery of the goods concerned, even if we have already accepted the customer's order for these goods. If the customer has already paid the purchase price at this time, this will be refunded.

11.2 The customer is obliged to cooperate with us in the event of a product recall. He must, in particular at our request, inform his customers immediately in accordance with our instructions and return to us all goods of the recalled type in his possession.

11.3 We shall collect the goods from the customer at the customer's place and refund the purchase price already paid to the customer for these goods. Further claims for damages by the customer, taking into account the warranty and liability regulations, remain unaffected.

11.4 Insofar as products are sold under our brand, we have the sole right to decide on a product recall. If products are sold under the customer's brand, the customer shall decide on a product recall, if possible in consultation with us.

12 Confidentiality

12.1 The customer is obliged to treat all documents and information (hereinafter referred to as "**confidential information**") received in connection with the contract concluded with him and which are not generally accessible as strictly confidential and to keep all physical and electronic documents and materials containing confidential information separate from other documents, materials and records and to protect them against unauthorized access. The customer is not entitled to make the confidential information accessible to third parties without our prior written consent.

12.2 The customer is obliged to inform us immediately of any actual or threatened unauthorized use of confidential information and to take all reasonable measures to prevent or terminate such use.

12.3 At our objectively justified request, the customer shall provide a list of those persons to whom the confidential information was disclosed in breach of contract, in compliance with data protection regulations.

12.4 Should the customer be or become obliged to disclose confidential information due to a legal obligation or an official or court order, the customer shall inform us of this immediately after becoming aware of the disclosure obligation and determine together with us whether and, if so, how a defense against the disclosure obligation can be achieved. Any disclosure shall be limited to the minimum necessary and shall be agreed with us in good time.

12.5 We remain the owner of all rights to the confidential information. The disclosure of confidential information does not imply the granting of licenses or other rights of use, regardless of content and scope.

12.6 In the event that the customer culpably breaches its obligation pursuant to Section 12.1, the customer undertakes to pay us a contractual penalty for each individual case, waiving the defense of continuation of the infringement, the amount of which may be determined by us on our reasonable discretion. The amount of the contractual penalty can be reviewed by the customer for its appropriateness by appealing to a court.

12.7 In the event that the Confidential Information is permanently used for other purposes, the contractual penalty pursuant to section 12.6 shall be forfeited for each commenced week of infringement.

12.8 Our right to assert additional claims for damages against the customer remains unaffected by the provisions of this section 12. The contractual penalty shall not be offset against any claim for damages.

13 Choice of law and place of jurisdiction

13.1 These GTC and the contractual relationship between us and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Mönchengladbach.

14 Final provisions

14.1 If one of the provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions; Section 139 BGB shall be waived. The invalid provision shall be deemed to be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to an unintended regular gap in the contract concluded with the customer.

14.2 Amendments and supplements to these GTC must be made in writing. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

Status: November 2026

Appendix P to the Articles of Association of the Chemical Trade Deposit Refund Association for Reusable Chemical Packaging

(valid from 1 January 2023)

1. Deposit amounts for defined packaging (all with ADR approval, unless otherwise stated) and pallets

Type of container	**Volume**	**Amount in €**
Plastic canister	17.5 -30 l	4.70
Conductive plastic canister	17.5 -30 l	19.00
Plastic canister	60 l	12.00
Plastic barrels	approx. 200 l	31.00
Plastic deposit tray for canisters/balloons, including pallet	--	115.00
Metal drums (garage drums)	60 - 65 l	16.00
Metal corrugated drums, standard	approx. 200 l	25.00
Metal corrugated barrels – internally painted or internally coated	approx. 200 l	35.00
Metal corrugated drums – galvanised	approx. 200 l	35.00
IBC plastic lightweight containers — without explosion protection	200 - 449 l	102.00
IBC plastic lightweight container — with explosion protection	200 - 449 l	141.00
IBC plastic lightweight container — without explosion protection	450 - 1,250 l	192.00
IBC plastic lightweight container — with explosion protection	450 - 1,250 l	231.00
Heavy mesh box container	500 - 1,250 l	504.00
Stainless steel container	500 l	750.00
Stainless steel container	800 - 1,050 l	996.00
Gas cylinders (steel cylinders for chlorine gas and ammonia)	--	120.00
Wooden pallets *(CP and Euro wooden pallets)*	--	35.00
Plastic pallets	--	35.00

2. Return policy

- Return shipment at the customer's expense or free of charge by delivery vehicle to the customer; free return by delivery vehicle of the chemical supplier is guaranteed if delivery was also made free of charge by delivery vehicle (standard case);
- Completely emptied; the packaging is considered to be completely emptied if it has been emptied to the best of the current state of the art, taking into account the consistency of the filling material.
- No visible external damage, labelled in accordance with dangerous goods and hazardous substances legislation, no product residues adhering to the outside.

3. Take-back periods

The deposit amounts shall be refunded in full upon return of the packaging within one month. In the event of later return, appropriate deductions shall be made in accordance with individual company conditions, unless specified otherwise below. — The one-month period specified in sentence 1 may, in exceptional cases, be extended in writing upon conclusion of the contract in order to take into account special operational requirements of the customer.

After expiry of the one-month period, the following shall be charged for each month or part thereof

- for IBC plastic lightweight containers with a volume of 200 - 449 l — without explosion protection €17.00
- for IBC plastic lightweight containers with a volume of 200 - 449 l — with explosion protection € 23.50
- for IBC plastic lightweight containers with a volume of 450–1,250 l — without explosion protection: € 32.00
- for IBC plastic lightweight containers with a volume of 450– 1,250 l — with explosion protection: € 38.50
- for mesh box containers: € 84.00
- for stainless steel containers with a volume of 500 l: € 125.00
- for stainless steel containers with a volume of800 - 1,050 l: € 166.00

If the return is made to the chemical wholesaler's delivery vehicle, the time of return shall be deemed to be the time at which the goods are made ready for dispatch and this readiness is notified to the chemical wholesaler.

After notification of readiness for dispatch in accordance with the above paragraph, the chemical wholesaler shall collect the containers within the period corresponding to the usual delivery cycle for the respective customer. This shall also apply if the customer has not ordered any new goods.

4. Third-party packaging

In practice, the containers are always the property of the supplier of the contents. If this is marked indelibly, e.g. by embossing, the containers may not be taken back from competitors. However, if the owner's mark can be easily removed, e.g. by removing labels, the shareholders reserve the right to take back containers from other shareholders under the above conditions.