

General Terms and Conditions of Sale and Supply of Vantage Leuna GmbH (February 2020)

Section 1 Applicability / Form

- (1) These general terms and conditions of sale and supply ("Conditions of Sale") shall govern all (including future) contracts regarding sale, supply and services (hereinafter "Supplies") between Vantage Leuna GmbH as "Seller" and companies, legal entities under public law or special funds under public law as "Purchaser".
- (2) The Conditions of Sale shall apply in particular to contracts for the purchase and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from other suppliers (Sections 433, 650 German Civil Code (*BGB*)). Unless otherwise agreed, the Conditions of Sale in the version valid at the time of the Purchaser's order shall apply as a framework agreement also for similar future contracts, without the Seller having to refer to them again in each individual case.
- (3) These Conditions of Sale shall apply exclusively and shall be deemed accepted at the latest upon receipt of the Goods or services. Deviating, conflicting or supplementary general terms and conditions of the Purchaser shall become part of the contract only if and insofar as the Seller has expressly agreed to their validity. This requirement of consent shall also apply if the Seller, being aware of the Purchaser's general terms and conditions, carries out the Supplies to the Purchaser without reservation.
- (4) Individual agreements made with the Purchaser in individual cases (including collateral agreements, supplements and amendments) shall in any case prevail over these Conditions of Sale. Subject to proof to the contrary, a written contract or written confirmation of the Seller shall be decisive for the content of such agreements.
- (5) Legally relevant declarations and notifications of the Purchaser in relation to the contract (e.g. setting of a deadline, notification of defects, withdrawal or discount) must be made in writing, i.e. in written or text form (e.g. by letter, e-mail, fax). Statutory formal requirements and further evidence shall remain unaffected.
- (6) Any references to the application of statutory provisions are for clarification purposes only. Even without such a clause, the statutory provisions shall apply, insofar as they are not directly amended or expressly excluded in these Conditions of Sale.

Section 2 Conclusion of Contract / Guarantees

- (1) Offers of the Seller are non-binding and subject to change without notice, unless they are expressly marked as binding. Offers of the Seller are subject to availability of Supplies and services and may be revoked at any time free of charge.
- (2) The order for Goods placed by the Purchaser constitutes a binding offer of contract. The acceptance of the offer (*Annahme*) may be declared either in writing by order confirmation (also invoice or delivery note) or by delivery of the Goods to the Purchaser. The same applies to collateral agreements, supplements, and amendments.
- (3) After the receipt of an order confirmation, the order may only be cancelled by the Purchaser in whole or in part with upon prior written consent of the Seller. If the Purchaser cancels a confirmed order without the Seller's consent, the Seller may demand either acceptance of the products and the payment of the invoice including default interest, or damages equal to the value of the products.
- (4) Information obtained from other data sources than the order itself, such as advertising material, shall not be part of the contract.
- (5) Guarantee of quality and durability shall only be considered as guarantees if they are expressly designated as such. The same applies to the assumption of a procurement risk.

Section 3 Prices / Terms of Payment

- (1) The prices of the Seller at the time of the conclusion of the contract plus statutory VAT shall apply. Prices shall only be deemed fixed prices if they are expressly designated as such in writing in the contract documents.
- (2) The Seller reserves the right to adjust the prices due to changes that may occur after the conclusion of the contract, such as increases in taxes, custom duties, other charges, packaging material, wage costs and purchase prices. The Seller shall promptly inform the Purchaser of the price changes. If the Purchaser does not agree with the price change, both parties shall be entitled to withdraw from the contract or, in the case of continuing obligations, to terminate the contract with effect from occurrence of the price change.
- (3) Unless the parties have agreed otherwise, the invoice or an equivalent payment schedule is payable without deduction within (30) days of the receipt of the invoice by direct bank transfer to a bank named by the Seller. The date of receipt of the payment on the Seller's bank account shall be decisive. Any objections are to be notified immediately and do not justify a deferment of payment. The deduction of a discount is only permissible upon a separate written agreement. Any expenses incurred shall be borne by the Purchaser.
- (4) With the expiry of the above payment periods, the Purchaser shall be in default. During the period of default, interest shall be charged on the purchase price at the respectively applicable default interest rate, i.e. in the amount of nine (9) percentage points above the base interest rate pursuant to Section 247 BGB applicable at the time of the occurrence of default. The assertion of further damages caused by default remains unaffected.
- (5) The Purchaser shall only be entitled to rights of set-off and retention insofar as its claim has been legally established or is undisputed. In case of defects in the Services, the Purchaser's counter rights shall remain unaffected.
- (6) If a payment date is exceeded, as well as in the event of cessation of payments or knowledge of insolvency proceedings on the part of the Purchaser, the Seller's claims shall be due immediately and in full. The same shall apply if the Seller becomes aware of circumstances which seriously question the creditworthiness of the Purchaser. In such cases, the Seller is entitled to demand advance payments for outstanding Supplies and to withdraw from the contract after a reasonable period of grace has lapsed or to demand compensation for non-performance. Furthermore, the Seller is entitled to prohibit the Purchaser from reselling the Goods and to reclaim unpaid Goods at the expense of the Purchaser.

Section 4 Delivery Period / Default in Delivery

- (1) The Seller will always endeavor to deliver as soon as possible. There are no fixed delivery periods unless the parties have agreed to them in writing.
- (2) If the Seller cannot meet binding delivery periods for reasons for which it is not responsible (*Nichtverfügbarkeit der Leistung*), the Seller will immediately inform the Purchaser thereof and of the expected new delivery date. If delivery is still not available within the new delivery period, the Seller shall be entitled to withdraw from the contract in whole or in part; the Seller shall reimburse any consideration already rendered by the Purchaser within two (2) weeks. Non-availability of service within this meaning shall be deemed to be in particular the non-timely self-supply of the Seller by the Seller's suppliers, if the Seller concluded a congruent hedging transaction, neither the Seller nor its supplier

is at fault or the Seller is not obliged for procurement in the individual case.

- (3) The occurrence of the Seller's default in delivery shall be governed by the statutory provisions. In any case, however, a reminder from the Purchaser is required. After unsuccessful expiry of the period of grace, the Purchaser may withdraw from the contract for those quantities that have not been delivered by the expiry of the period of grace. Withdrawal from the entire contract shall only be considered if the Purchaser can prove to the Seller that it no longer has a justified interest in it after assessing the overall circumstances.
- (4) The Seller is entitled to adequate partial deliveries.
- (5) All cases of force majeure, war, strike, lockout, insufficient supply of material, raw material or energy, lack of transport facilities and other similar events or causes outside the sphere of influence of the Seller shall release the Seller from its obligation to fulfil the contract for the duration and to the extent of such obstacles and shall not give rise to any claim for damages. This shall also apply if these events and circumstances occur at the Seller's suppliers or make the execution of the affected transaction uneconomical for the Seller in the long term. The aforementioned circumstances shall also not be the responsibility of the Seller if they occur during an already existing default. The beginning and end of such obstacles shall be notified to the Purchaser in writing without undue delay (*unverzüglich*). The Seller reserves the right to correct and timely self-delivery. In the event of temporary or complete loss of the Seller's sources of supply, the Seller shall not be obliged to obtain supplies from external suppliers. In this case, the Seller has the right to distribute the available product quantities taking into account its own requirements.

Section 5 Delivery / Transfer of Risk / Default in Acceptance

- (1) Delivery is ex works, which is also the place of performance (*Leistungsort*) for the Delivery and any subsequent performance. At the request and expense of the Purchaser, the Goods shall be shipped to another destination (*Versendungskauf*). Unless otherwise agreed, the Seller has the right to determine the type of shipment (in particular transport company, shipping route, and packaging). Additional costs caused by special shipping requests of the Purchaser shall be borne by the Purchaser. Transport risks shall only be insured at the express written request of the Purchaser and at the Purchaser's expense. Further obligations, including liability, shall not result therefrom for the Seller.
- (2) If the Purchaser is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the Purchaser is responsible, the Seller has the right to demand compensation for the resulting damage including additional expenses (e.g. storage costs) and to sell the Goods free of charge. Therefore, the Seller reserves the right to claim reasonable compensation per calendar day, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification of readiness for delivery of the Goods. The proof of higher damages and legal claims of the Seller (especially compensation for additional expenses, appropriate compensation and termination) remain unaffected; however, the compensation is to be offset against further monetary claims. The Purchaser reserves the right to prove that the Seller has not incurred any damage at all or that the damage incurred by the Seller is significantly lower than the compensation as set forth above.
- (3) Complaints due to transport delays, false reports or transfer damage must be asserted without undue delay by the Purchaser against the Seller's forwarding agent or carrier.
- (4) Orders in which the delivery of the delivery items extends to several delivery instalments shall only be accepted by the Seller if the Purchaser indicates an acceptance date for each delivery instalment and the total period for the delivery of all ordered delivery items does not exceed nine months starting from the first acceptance date. After the expiry of the agreed total period, the Seller has the right to deliver the total remaining quantity to the Purchaser, even if the Purchaser is in default with the acceptance of the previous delivery instalments.

Section 6 Retention of Title

- (1) The Seller shall retain title to the delivered Goods until all current and future claims arising from the purchase contract and ongoing business transactions (secured claims) have been paid in full. This shall also apply where payments are made on specially designated claims. In case of current accounts, the reserved Goods (*Vorbehaltsware*) shall be deemed as security for the balance claim. Exercising the retention of title shall not constitute a withdrawal from the contract.
- (2) The reserved Goods may neither be pledged to third parties nor transferred by way of security before full payment of the secured claims. The Purchaser shall immediately notify the Seller in writing if an application for the opening of insolvency proceedings has been filed or if third parties seize the Goods belonging to the Seller (e.g. attachments (*Pfändungen*)).
- (3) If the Purchaser acts in breach of contract, in particular in the event of non-payment of the due purchase price, the Seller shall have the right to withdraw from the contract without granting a grace period, unless required by mandatory law, and/or to demand the return of the Goods on the basis of the retention of title. Further claims for damages, in particular loss of profit, remain expressly reserved.
- (4) Until revocation by the Seller, the Purchaser shall be entitled to resell and/or process the reserved Goods in the ordinary course of business. Resale within this meaning shall also include the installation in land and soil or in systems attached to buildings or the use of the reserved Goods for the performance of other contracts. In this case, the following provisions shall apply additionally:
 - (a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combination of the Seller's Goods, whereby the Seller shall be deemed the manufacturer without obliging the Seller. If, in the event of processing, mixing or combining with goods of third parties, the ownership rights of the third parties remain, the Seller shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. The Purchaser shall keep the ownership thus created in safe custody for the Seller free of charge. In all other respect, the same applies to the resulting product as to the reserved Goods delivered.
 - (b) The Purchaser hereby assigns to the Seller by way of security all claims against third parties arising from the resale of the Goods or product, either in total or in the amount of the possible co-ownership share of the Seller in accordance with the preceding paragraph. The Seller accepts the assignment. The obligations of the Purchaser mentioned in Section 6 para. 2 shall also apply with regard to the assigned claims.
 - (c) The Purchaser remains authorized to collect the claim alongside the Seller. The Seller undertakes not to collect the claim as long as the Purchaser fulfils its payment obligations to the Seller, there is no deficiency in its ability to pay and the Seller does not assert the retention of title by exercising a right according to Section 6 para. 3. If this, however, is the case, the Seller may demand that the Purchaser informs the Seller of the assigned claims and their

debtors, provides all information necessary for collection of the claims, hands over the relevant documents and informs the debtors (third parties) of the assignment. Moreover, in this case the Seller is entitled to revoke the Purchaser's authority to further sell and process the reserved Goods.

(d) If the realizable value of the securities exceeds the Seller's claims by more than ten (10) percent, the Seller shall release securities of its choice at the Purchaser's request.

(5) The Purchaser is obliged to adequately insure the reserved Goods at its own expense against all usual risks, in particular against fire, burglary and water hazards and to treat them with care and to store them properly. If maintenance and inspection work is required, the Purchaser shall carry out such work in due time and at its own expense. The Purchaser assigns its claims from the insurance contracts to the Seller in advance.

(6) In case of Supplies to other legal systems in which the above retention of title does not provide the same security effect as in the Federal Republic of Germany, the Purchaser shall do everything possible to provide appropriate security rights for the Seller without undue delay. The Purchaser shall cooperate in all measures such as registration, publication, etc. which are necessary and beneficial for the effectiveness and enforceability of such security rights.

Section 7 Claims of the Purchaser for defects

(1) The statutory provisions shall apply to the rights of the Purchaser in the event of material defects (*Sachmangel*) and defects of title (*Rechtsmangel*) (including wrong and short delivery), unless otherwise provided for below. Claims from supplier regress are excluded if the Purchaser or a third party has further processed the defective Goods.

(2) The basis of the Seller's liability for defects is the agreement made on the quality of the Goods. The agreement on the quality of the Goods shall be deemed to include all information and data contained in the order which is the subject of the individual contract. The Seller does not assume any liability for public statements made by a manufacturer or other third parties (e.g. advertising statements) to which the Purchaser has not pointed out to the Seller as being decisive for the Purchaser's purchase.

(3) Claims for defects on the part of the Purchaser presuppose that the Purchaser has properly fulfilled its statutory obligations to inspect and give notice of defects pursuant to Sections 377, 381 of the German Commercial Code (*HGB*). In case of Goods intended for installation or other processing, an inspection must in any case be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later time, the Seller shall be notified thereof in writing without undue delay, but no later than within two (2) weeks after arrival of the Goods at the destination, giving a precise description of the defect and the order or invoice number. If the Purchaser fails to properly inspect the Goods and/or notify the Seller of defects, the Seller's liability for the defect not notified or not notified in due time or not properly notified shall be excluded in accordance with the statutory provisions and the Goods shall be deemed to have been approved.

(4) At the request of the Seller, the documents, samples and/or the defective Goods related to the Services are to be returned at the expense of the Seller. The Purchaser shall choose the least expensive mode of dispatch. In addition, the Purchaser shall secure evidence in a suitable form and shall give the Seller the opportunity to inspect the defective Goods upon request. As far as the Purchaser does not comply with these obligations, claims of the Purchaser due to defectiveness or incompleteness of the Services are excluded.

(5) If the Goods are defective, the Seller may as cure (*Nacherfüllung*) either eliminate the defect (*Nachbesserung*) or provide a Good free of defects (*Ersatzlieferung*). The right of the Seller to refuse cure under the statutory conditions remains unaffected. In addition, the Seller has the right to condition the cure owed upon the Purchaser paying the due amount or an appropriate part of the purchase price.

(6) The Purchaser shall give the Seller the time and opportunity required for the owed cure, in particular to hand over the rejected Goods for inspection purposes. In case of a replacement delivery, the Purchaser shall return the defective item to the Seller in accordance with the statutory provisions.

(7) The Seller shall bear or reimburse the expenses required for the purpose of inspection and cure, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions if a defect is actually present. Otherwise, the Seller may demand that the Purchaser reimburse the Seller for the costs arising from the unjustified demand for the removal of defects (in particular testing and transport costs), unless the lack of defects was not recognizable to the Purchaser.

(8) Only if the cure has failed or a reasonable period to be set by the Purchaser for the cure has expired without success or is dispensable according to the statutory provisions, the Purchaser may withdraw from the purchase agreement or reduce the purchase price. However, in case of an insignificant defect, the right to withdraw from the contract is excluded.

(9) Claims for defects shall not exist in case of only insignificant deviation from the agreed quality, in case of only insignificant impairment of usability, in case of natural wear and tear as well as in case of damage occurring after transfer of risk (*Gefährübergang*) as a result of inappropriate or incorrect use or incorrect handling or storage of the Goods or in the case of violation of instructions for use specified by the Seller or in case of alteration of the Goods by the Purchaser or a third party. In addition, the Purchaser shall bear full responsibility for the use of any design, trademark or trade name requested by the Purchaser and which are decisive for the Goods.

Section 8 Liability

(1) Unless otherwise stated in these Conditions of Sale, including the following provisions, the Seller shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) The Seller shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent (*Vorsatz*) and gross negligence (*grobe Fahrlässigkeit*). In the case of simple negligence (*Fahrlässigkeit*), the Seller shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs, minor breach of duty), for

(a) Damages resulting from injury to life, body or health;

(b) Damages resulting from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies or may rely on); in this case, however, liability is limited to compensation for the typical, foreseeable damage.

(3) The limitations of liability resulting from Section 8 para. 2 shall also apply to breaches of duty by or in favor of persons whose fault the Seller is responsible for according to statutory provisions. Such limitations of liability shall not apply if the Seller has fraudulently concealed a defect or has assumed a guarantee for the quality of the Goods and for claims of the Purchaser under the German Product Liability Act (*ProdHaftG*).

(4) Due to a breach of duty which does not consist of a defect, the Purchaser may only withdraw or terminate the contract if the Seller is responsible for the breach of duty. A free right of termination of the Purchaser (in particular according to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Section 9 Limitation Period

(1) Notwithstanding Section 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be twelve (12) months from the date of the transfer of risk.

(2) With regard to any replacement deliveries and rectification work, a period of limitation of three (3) months shall apply starting from delivery or execution, which, however, shall run at least until the expiry of the period of limitation for claims for defects in the Supplies.

(3) The aforementioned limitation periods of the purchase right shall also apply to contractual and non-contractual claims for damages of the Purchaser which are based on a defect of the Goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages of the Purchaser according to Section 8 para. 2 sentence 1 and sentence 2 (a) as well as according to the German Product Liability Act shall become statute-barred exclusively according to the statutory limitation periods.

Section 10 Compliance

(1) The Purchaser shall comply with the statutory provisions, official directives based thereon, as well as recognized procedures for import, transport, storage, handling, use and disposal of the Goods.

(2) The Purchaser shall familiarize itself with all product information, including Material Safety Data Sheets (MSDS), provided by Seller, and shall provide its employees, contractors, agents and customers with adequate instructions on how to handle the products and take appropriate measures to prevent harmful effects on the environment and other risks to persons or property caused by Seller's Goods.

(3) The Purchaser shall be liable to the Seller for all damages resulting from the Purchaser's disregard of the safety regulations and shall indemnify the Seller against any corresponding claims made by third parties.

(4) The Purchaser shall comply with all regulations concerning export controls, embargos and sanctions, insofar as these are applicable in the respective specific case and insofar as this does not constitute a violation of Section 7 of the Foreign Trade and Payments Regulation (AWV) or of EU Regulation (EC) No. 2271/96. These are in particular, but not exclusively

(a) The US Export Administration Regulations (EAR);

(b) The US International Traffic in Arms Regulations (ITAR);

(c) Sanctions for which the US Office of Foreign Assets Control (OFAC) of the US Treasury Department is responsible;

(d) US Anti-Boycott Laws;

(e) Export regulations and export control regulations, embargos and economic sanction measures of the European Union, as implemented and applied by the respective Member States, and of the Federal Republic of Germany and

(f) Regulations of other states equivalent and comparable to those mentioned above.

When re-exporting Goods from the Federal Republic of Germany to other countries, a permit from German or foreign authorities may be required. In this case, the Purchaser shall obtain a corresponding permit.

(5) The Seller is majority-owned by a company based in the USA. This circumstance may result in further restrictions on the export of Goods to certain countries, which may also apply to the Purchaser.

(6) The Purchaser shall fulfil its obligations under the REACH Regulation. These obligations include but are not limited to the Purchaser's obligation to comply with all requirements for so-called "downstream users" under Titles IV and V of the REACH Regulation. In particular, the Purchaser is obliged to provide the Seller with new information on hazardous properties of substances and mixtures, irrespective of the uses concerned, and, in the case of identified uses, to provide further information which may call into question the suitability of the risk management measures indicated in a safety data sheet submitted to it (Art. 34 REACH Regulation). If the Purchaser fails to comply with its obligations under the REACH Regulation, the Seller shall be entitled, in addition to its other legal and contractual rights, to terminate the contract by notice in writing and/or withdraw from the relevant order confirmation with immediate effect if the order has been confirmed but the Goods have not been delivered, and to terminate the supply of Goods to the Purchaser immediately upon becoming aware of the non-compliance with the REACH Regulation.

Section 11 Transfer of Rights / Trademark Use

(1) The transfer of the Purchaser's rights from the contractual relationship is only permitted with the prior written consent of the Seller.

(2) The Purchaser may use the Seller's protected trademarks in its advertising only with the Seller's consent and specifications, in the original design and only for unmodified original Goods. The Purchaser bears sole responsibility for the design of its advertising.

(3) If the Purchaser violates the obligations mentioned under Section 8 para. 1 and 2, the Seller is entitled to withdraw from the contract after prior warning.

Section 12 Data protection

The Purchaser agrees that the data necessary for the conclusion and/or the execution of the contract will be processed, in particular stored and/or transmitted from files to third parties within the Seller's organization.

Section 13 Applicable Law / Jurisdiction / Effectiveness Clause

(1) The contractual relationship shall be governed by the law of the Federal Republic of Germany, with the exclusion of conflict of law principles (CISG), in particular UN sales law, even if the Purchaser is not domiciled in the Federal Republic of Germany or the place of performance is abroad.

(2) The exclusive, also international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the Seller's registered office in Stendal. However, the Seller shall in all cases also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these Conditions of Sale or a prior individual agreement or bring an action at the general place of jurisdiction of the Purchaser. Mandatory statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

(3) Customary commercial clauses shall be interpreted in accordance with Incoterms 2020.