

General Conditions of Sale and Delivery of RASCHIG GmbH

1. Applicability, offers, conclusion of contract:

- a) We, **Raschig GmbH, P.O. Box 21 11 28, 67011 Ludwigshafen/Rhein, Germany**, carry out all sales and deliveries ("Transaction" or "Transactions") exclusively in accordance with these General Terms and Conditions of Sale and Delivery ("Conditions"), unless otherwise agreed in writing.
- b) The most recent version of these General Terms and Conditions of Sale also applies to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction.
- b) Any deviating or conflicting terms and conditions of the buyer shall not apply unless expressly agreed upon in writing. An explicit rejection is not required. .
- d) The Buyer may only assign claims from Transactions with our express written approval.
- e) All offers (including but not limited to amount, price, and delivery time), price lists, and advertising material are non-binding.. Orders shall only become binding if we confirm them in writing or comply with them by sending the goods.

2. Quality, samples, analysis:

- a) Unless otherwise agreed the goods shall have merchantable quality.
- b) Our samples are always non-binding type samples. We are not obliged to deliver goods identical to the sample.
- c) Our quality and analytical information is an approximate only, including with regard to maximum and minimum limits, unless certain properties have been expressly agreed.

3. Prices:

- a) Our prices do not include the value added tax applicable at the time of delivery and do not include the costs for packaging, unless expressly agreed otherwise.
- b) All prices are based on the current economic situation on the contract date. The parties are aware that the costs of pre-products as well as the manufacturing costs (hereinafter collectively referred to as "costs") may change significantly, in particular due to fluctuations in energy prices. If, after conclusion of the contract, the costs increase or decrease by more than 2 percent at the time of invoicing by us, the prices of the affected items shall be adjusted by this factor if one of the contracting parties so requests and proves. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any decreases in costs in other areas.
- c) Prices in foreign currencies correspond to the foreign exchange rates applicable to us. The buyer shall compensate exchange rate losses on receipt of payment as compared to the invoice date or the specifically agreed date.
- d) If the sales price includes freight, customs duties or other public charges, any increases in these collateral costs occurring after the business transaction is entered into, as well as any new charges concerning the goods, shipment, taxation or customs, shall be borne by the buyer. The same applies to low water, high water and ice surcharges.

e) Prices excluding freight and customs duties do not obligate us to advance freight and customs duties.

4. Measures and weights:

The measures and weights determined in the plant or warehouse of departure are determinative for invoicing.

5. Packaging:

a) Unless it is agreed otherwise in the individual case, we will not take back packaging that is included in the price or invoiced separately. If there is a statutory obligation to take back the goods, our obligations shall be governed by the statutory provisions, subject to lit. b).

b) For packaging pursuant to § 15 para. 1 sentence 1 of the German Packaging Act, it is agreed that the place of return shall be our plant from which we shipped the goods and that all costs of return transport shall be borne by the Buyer.

c) Shipping containers provided on loan or as rentals shall remain our property. Unless other instructions are given they shall be emptied completely immediately after arrival, and sent back to the suppliers freight paid, locked, ready to be filled and in good condition. A rental fee can be charged for the use of our containers on loan beyond the rent-free period. If the buyer does not return shipment containers we are entitled to demand compensation of their value, regardless of fault.

d) The contents of shipping containers with goods that have become solid after filling or from which excretions are separating shall be treated appropriately by sufficient heating or the like before emptying. Heating iron barrels or tank wagons from the outside with fire from below is strictly prohibited.

e) Any packaging provided by the buyer is to be sent freight paid to the supplying plant or warehouse, ready to be filled and in good condition. We shall not be liable for such packaging (owned by the buyer).

f) We assume no warranty that the fill capacity of the packaging and the load area of the wagons will be fully utilized.

g) No compensation will be paid by us for remnants of goods that remain in the shipping containers. The buyer shall bear any freight as well as the costs for removing such remnants.

6. Delivery:

a) Stated delivery periods are to be considered non-binding; we assume no liability for observing them if no fixed delivery date was expressly agreed in text form.

b) We are entitled to deliver in instalments.

c) Delivery is conditioned upon timely and proper performance of all duties of the purchaser. In the event of default of acceptance or other culpable violation of the buyer's obligation to cooperate, we are entitled to compensation for the resulting damage, including any additional expenses. Further claims remain reserved. In this case, the risk of accidental loss or accidental deterioration of the goods passes to the buyer at the time of default in acceptance or any violation of duties to cooperate.

d) Our delivery obligation is subject to timely and proper self-supply. Any obstacles to deliver due to force majeure or due to unforeseen events, for which we are not

responsible, such as operational disruptions, strikes, lockouts, official orders, subsequent omission of export or import options releases us from the obligation to comply with agreed delivery or unloading times for the duration and extent of such obstacles.

e) If any agreed time of delivery or unloading shall be exceeded without there being a delivery obstacle in accordance with paragraph (e) above, the buyer must grant us a reasonable period of grace of at least two weeks in writing. If we also culpably fail to comply with this grace period, the buyer is entitled to withdraw from the contract, but not to assert claims for damages of non-performance or delay, unless we acted with intent or gross negligence. If the delay in delivery is not due to an intentional breach of contract for which we are responsible, our liability for damages is limited to the foreseeable, typically occurring damage.

f) If weather conditions or road conditions do not permit technically perfect work we may cancel or interrupt construction work without this giving rise to a claim for the customer.

g) Without demanding their purchase beforehand we may by one-sided declaration cancel from the contract any quantities that are not accepted within the fixed delivery period. For quantities already delivered, we are entitled to demand a refund for any price discounts that were granted for the entire contract volume. However, our right to claim for acceptance and/or damages remains unaffected. The costs of storage shall be borne by the buyer.

7. Shipment, storage:

a) Unless otherwise agreed, shipment of the goods shall take place by means of transport selected at our discretion and always at the buyer's risk. If the buyer provides the means of transport, he is responsible for the punctual provision. Any delays must be reported to us in good time. The buyer bears the associated costs.

b) Insofar as we warrant shelf life, it is 4 weeks for standardized and non-standardized instable cationic bitumen emulsions and special products, and 8 weeks from the date of delivery for anionic bitumen emulsions. In the event of frost the buyer shall ensure that the goods are stored protected from frost.

c) Normal, unhindered river and marine navigation are prerequisites for shipment by water. If river navigation is impaired, the goods will be transported by rail only if the buyer bears the extra costs that are incurred.

d) Any demurrage charges for river ships as well as any dock charges incurred as a result of late arrival of the transport ships at the steamship's loading place, or as a result of the steamship's delayed readiness for loading, shall in any case be borne by the buyer.

e) If the carrier accepts the shipment without complaints, any liability on our part due to improper packaging or loading as well as for loss or damage occurring en route is excluded.

8. Passing of risk:

a) The risk of accidental loss or accidental deterioration shall pass to the buyer after proper delivery of our shipment to the carriers or their agents, even if freight-free fob or cif delivery is agreed.

b) The same applies in the event that we entrust our own persons with the delivery. Any damages and losses that occur after the risk has passed shall be borne exclusively by

the buyer, even if they resulted due to the fault of third parties, official measures, or force majeure.

c) This also applies to the means of shipment provided, for which the buyer is liable to us until they have been returned to our plant. Accordingly, the agreed rental and delay charges shall be paid to us until the means of shipment return and, in the event of damages, until completion of the repair or, in the event of loss, until replacement arrives.

9. Insurance:

a) Transport insurance is only taken out at the express request of the buyer. Any resulting costs shall be borne solely by the buyer. Deviating from this, we take out transport insurance at our expense for fob and cif sales only, with our authorized company in the invoice currency and invoice amount.

b) The selection of the authorized company is done at our fairly exercised discretion without any liability.

c) The risk of war and reprisals (seizure) is not included.

10. Payment:

a) Our invoices shall be payable immediately after receipt without deduction.

b) If the invoice has not been paid within 10 calendar days from the invoice date or on another due date, we are to charge default interest in the amount of 9 percentage points above the basic interest rate (§ 247 German Civil Code) for the year without requiring a special reminder. Any further damage caused by delay, in particular for exchange rate losses, shall remain unaffected.

c) Checks and bills of exchange will only be accepted on account of performance; we are not obligated to accept them.

d) Freight and other advances, discounting charges, and default interest as well as rental payments for tank wagons and barrels are always payable in cash immediately.

e) Advance payment or the provision of a security can be demanded at any time in place of the agreed payment method if doubts arise as to the buyer's solvency.

f) Setoff by the buyer is excluded if his claim is not undisputed or res judicata. The same shall apply accordingly to the assertion of a right of retention, unless it is based on the same contractual relationship.

11. Retention of title:

a) We retain ownership of the delivered goods until the buyer has paid all claims under the business relationship and checks and bills of exchange given as payment have been fully redeemed.

b) The retention of title also covers new items created by processing. If the goods are joined or commingled with things not belonging to the buyer we acquire co-ownership pursuant to §§ 947, 948 of the German Civil Code. The scope of co-ownership results from the ratio of the invoice value of the goods delivered by us to the invoice value of the remaining goods.

c) The following shall apply as long as we still have claims under the business relations: The buyer is authorized to sell, process or consume the goods affected by the retention of title in the ordinary course of business. This right of the buyer shall expire if the buyer

defaults on payment; in such a case the goods in stock and those received later shall be handed over to us at the latest after our first request. Our retention of title cannot be interpreted as withdrawal from the contract.

d) If goods subject to the retention of title are sold, the buyer's claim to the recipient's consideration shall be transferred to us in the amount of the gross invoice without a formal transfer being required when the claim arises. The buyer is entitled to collect the claims assigned to us but must pay these amounts to us without undue delay. If the buyer fails to do the latter although it has defaulted on payment, the buyer's authority to collect shall expire and we are entitled to collect the claims assigned to us. If the authorization to collect expires, the buyer must, at our request, immediately inform us of the debtors of the assigned claims and provide us with the information and documents required for collection.

e) If goods subject to retention of title are processed, the buyer does not acquire ownership of the fully or partially manufactured items; the processing is free of charge and performed exclusively for us as manufacturer according to Section 950 BGB. Should our retention of title nevertheless expire, the buyer and we have already agreed that ownership of the items will pass to us due to the processing, we have accepted the transfer of ownership and the buyer will stay custodian of the items free of charge.

f) The buyer hereby assigns to us all claims arising from the resale of the goods delivered under retention of title. Such claims shall also include claims against the bank which, within the scope of such sale, shall have issued or confirmed a letter of credit for the benefit of the buyer (= reseller). We hereby accept such assignment. If the goods delivered under retention of title are processed goods or a mixed stock, that only contain goods that are either the Buyer's property or a third party's property with a (simple) retention of title, the Buyer shall assign all claims arising from the resale. In the other case, i.e. in the event of a conflict between pre-assignment claims by other suppliers, we shall be entitled to receive any resale proceeds on a pro rata basis which shall be determined in proportion to the invoice value of our goods and the other processed or mixed goods.

g) If the value of the security given to us exceeds all claims under the business relations by a total of more than 10%, we shall be obliged to release securities at our discretion.

h) In the event of any third party action against our goods delivered under retention of title or any receivables assigned to us, the buyer shall notify such party of our property/our right and immediately inform us about such action. The buyer shall bear the costs of any intervention.

i) The foregoing provisions also apply to any claims that have arisen due to a performance effected by us in other ways. The buyer is not authorized to pledge the goods or the assigned claims or to transfer them by way of security.

j) The buyer is obliged to treat the goods with care and to insure them against fire and theft and to provide us with proof thereof upon request.

12. Liability:

a) Claims for damages of the buyer, no matter on what legal grounds, as well as claims for compensation of futile expenses are excluded.

b) This exclusion of liability does not apply in the case of negligent or intentional injury to life, body or health or in the case of grossly negligent or intentional damage to other legally protected assets. If there is only slight negligence in the case of a breach of essential contractual obligations, the buyer's claim for damages shall be limited to the

foreseeable damage typical for the contract - except in the case of injury to life, body or health. In the event of an insignificant breach of duty, the liability for damages shall be fully precluded pursuant to § 281 (1) sentence 3 of the German Civil Code. This shall apply mutatis mutandis to liability for breaches of duty by our vicarious agents. A change in the burden of proof to the disadvantage of the buyer is not associated with the above provisions. The liability according to the German Product Liability Law remains unaffected.

c) In the event of force majeure (including but not limited to strikes, lockouts, raw material shortages, natural disaster, war, closed borders, epidemics/pandemics, and others) or of delays in delivery by our suppliers for which we are not responsible, the delivery period shall be extended by the duration of the hindrance to performance. Optionally, we have the right to withdraw from the contract in whole or in part without the purchaser being entitled to claim damages.

d) Precondition for any warranty claim of the buyer is that the buyer has fully complied with all requirements regarding inspection and objection of the goods according to Sec. 377 HGB. Warranty claims shall be time-barred after 12 months of the passage of risk. In the event of a justified notice of defect in due time, we shall be entitled initially to deliver a replacement or undertake repair at our expense. If these measures fail, the buyer shall be entitled to rescind the contract or reduce the price. Damages will be paid only if a warranted characteristic is lacking or a defect was fraudulently concealed.

e) If the buyer has rights of recourse in terms of §§ 478 et seq. of the German Civil Code, these shall be precluded if the buyer and its recipient have entered into agreements that go beyond the statutory rights or the rights granted by us to the buyer with regard to claims due to defects.

13. Place of performance, place of jurisdiction, applicable law:

Place of performance for payments is Ludwigshafen/Rhein. For deliveries ex plant the place of performance for the obligation incumbent upon us is the plant, for delivery ex warehouse, the warehouse. The provisions of the UN Sales Convention are excluded in their entirety. Only the law of the Federal Republic of Germany shall apply. The place of jurisdiction for all disputes arising from or in connection with this contract and its validity is Ludwigshafen/Rhein, Germany.

14. Data protection

With regard to the personal data of the purchaser or the employees of the purchaser, we shall comply with the statutory provisions, in particular the EU General Data Protection Regulation and the German Federal Data Protection Act. For the information required under Art. 13 of the EU General Data Protection Regulation on the processing of personal data, we refer to our information sheet "Information under Art. 13 of the EU General Data Protection Regulation on the General Conditions of Sale and Delivery", which is attached to these General Conditions of Sale and Delivery.

As of September 2022