

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY  
(02/2025)**

**1. General, Scope of Application**

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") apply to all business relationships between GELITA AG and/or its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) (hereinafter collectively referred to as "GELITA") and its customers.
- 1.2 These GTC shall apply in the version valid at the time of the customer's order or, in any case, in the version last provided to the customer in text form as a framework agreement for all future transactions between GELITA and the customer, without the need for express reference to them again in each individual case.
- 1.3 These Terms and Conditions shall apply exclusively. Any of the customer's general terms and conditions that differ from, conflict with, or supplement these Terms and Conditions shall become an element of the contract only if and to the extent that GELITA has expressly consented to their application. This requirement of consent shall apply in every case, for example even if GELITA, being aware of the customer's general terms and conditions, carries out delivery of the goods without reservation. If and to the extent that the customer operates or uses an Internet-based purchasing/supplier portal in connection with orders placed with GELITA, GELITA will only participate in this for the purpose of placing and processing orders. If it is necessary for technical processing reasons to accept the customer's differing terms and conditions (in particular by clicking checkboxes) and if these conditions contradict the provisions of these GTC, these deviations shall only be deemed agreed if explicit reference is made to the modified provision in these GTC.
- 1.4 Legally relevant declarations and notifications of the customer to be made to GELITA after conclusion of the contract (e.g. setting of deadlines, reminders, notifications of defects, declarations of rescission) must at least be made in text form.

**2. Offer, Conclusion of Contract and Industrial Property Rights**

- 2.1 GELITA's offers are subject to change and non-binding unless they are expressly marked as binding.
- 2.2 The purchase of goods by the customer shall be deemed a binding offer of contract. GELITA may accept orders within fifteen (15) working days of receipt. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.
- 2.3 The information provided by GELITA regarding the delivery item (e.g. weights, dimensions, utility values and tolerances) and representations of the same (e.g. drawings and figures) are only approximately decisive, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery. The information provided by GELITA in the offer regarding quality and number of sheets of the goods are industry-standard mean values. Customary deviations and deviations that occur due to legal regulations or that represent technical improvements, as well as the replacement of components with equivalent components and changes in chemical composition, are permissible, unless otherwise agreed in writing between the parties. Recommendations, information and disclosures provided by GELITA to the customer are non-binding unless they relate to the goods themselves (see Section 8.2).
- 2.4 GELITA retains ownership or copyright of all offers and cost estimates provided by GELITA, as well as other documents (e.g. drawings, illustrations, calculations, brochures and catalogue), objects and aids (hereinafter collectively referred to as "GELITA Documents") provided to the customer. The customer may not make these GELITA Documents available to third parties, disclose them, use them itself or through third parties, or reproduce them, either as such or in terms of content, without the express consent of GELITA. At GELITA's request, the customer shall return the GELITA Documents to GELITA in full and destroy any copies made if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The storage of electronically provided data for the purpose of customary data backup is excluded from this.

**3. Delivery**

- 3.1 The delivery period shall be agreed individually or stated by GELITA when the order is accepted. If this is not the case, the delivery period shall be approx. twelve (12) weeks from the conclusion of the contract. Partial deliveries are permitted if and to the extent that these can be used by the customer within the scope of the intended contractual purpose, taking into account the customer's interests, that the delivery of the remaining ordered goods is ensured and that the customer does not incur any significant additional expenses or costs as a result (unless GELITA agrees to bear these costs).
- 3.2 If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the freight forwarder, carrier or other third party contracted to carry out the transportation, unless otherwise expressly stated by GELITA.
- 3.3 If GELITA is unable to meet a binding delivery deadline for reasons beyond its control (non-availability of the service), GELITA will inform the customer of this immediately and at the same time provide an estimated new delivery date. If the service is also not available within the new delivery period, GELITA shall be entitled to withdraw from the contract in whole or in part; GELITA shall immediately reimburse any consideration already provided by the customer. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by GELITA's supplier, if GELITA has concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if GELITA is not obliged to procure in an individual case.
- 3.4 The occurrence of default in delivery by GELITA shall be governed by the statutory provisions. In any case, however, a reminder from the customer is required.
- 3.5 Deliveries are usually made in standard packaging. If this is not the case, customary deviations from the agreed delivery quantities are permissible.
- 3.6 If instalment delivery has been agreed, the goods shall be accepted evenly over the agreed period of time, unless otherwise expressly agreed. If the customer delays acceptance, GELITA is entitled, in addition to compensation for the resulting damages (see Section 4.2), to deduct the relevant goods from the agreed total quantity after a reasonable grace period. In this case, any special conditions granted shall cease to apply retroactively, even for goods already delivered.
- 3.7 Unless otherwise agreed in individual cases, the customer is responsible for acting in compliance with legal and official regulations regarding the import, transport, storage and use of the goods.

**4. Place of Fulfillment, Shipping, Packaging, Transfer of Risk**

- 4.1 Delivery shall be made in accordance with the delivery term set forth in the individual contract, which shall be interpreted in accordance with the Incoterms® in force at the time of the conclusion of the contract. If and to the extent that no delivery term has been set forth in the individual contract between the parties, delivery shall be EXW at the respective plant of GELITA. GELITA is entitled at any time, but not obliged, to designate a delivery term more favorable to the Purchaser than EXW. The place of performance for all obligations under the contractual relationship (in particular delivery, payment and, if applicable, subsequent performance) is the place of delivery.
- 4.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon delivery. In the case of sale to destination, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. If the customer delays acceptance, fails to cooperate or if shipment or delivery is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the day on which the goods are ready for shipment and GELITA has notified the customer of this. The above shall also apply if GELITA bears the costs of transportation. In addition, GELITA shall be entitled in this case to demand compensation for the resulting damage, including additional expenses (e.g. storage costs).

- 4.3 Packaging provided on a lending or rental basis shall be returned by the customer at its own cost and risk without undue delay. The customer may not modify lent or rented packaging and may not use it for other purposes, in particular for holding other products. If the customer does not return the lent or rented packaging to GELITA within three (3) months of receipt of the goods, GELITA shall be entitled, after granting a reasonable grace period, to demand that the customer reimburse the replacement costs.

## 5. Prices and Payment Terms

- 5.1 GELITA's prices apply to the scope of services and delivery specified in the order confirmations. Additional or special services shall be invoiced separately. Prices are quoted in EUR and EXW, including packaging, plus statutory value added tax, fees and other public charges. Unless otherwise agreed, in the case of sale to destination (Section 4.2), the customer shall bear the transport costs to the place of delivery and the costs of any transport insurance requested by the customer.
- 5.2 In the event that a delivery by GELITA is not to be made within three (3) months of the conclusion of the contract, GELITA reserves the right to adjust the prices for the goods not yet delivered to the extent that, either due to an increase in raw material and /or energy costs or an increase in customs duties, the manufacturing costs for the goods not yet delivered have increased overall since the contract was concluded and GELITA is not responsible for the cost increase or the change in customs duties, nor was it foreseeable when the contract was concluded. In the event of an increase in prices, the customer is entitled to withdraw from the contract within a period of one (1) week after its announcement.
- 5.3 The customer is obliged to provide GELITA with its VAT registration number when the order is placed.
- 5.4 Invoices shall be sent in electronic form. If GELITA does not have a valid e-mail address for the customer, invoices shall be sent by post.
- 5.5 GELITA's invoices are due and payable without any deduction within fourteen (14) days from the date of invoice and delivery of the goods. However, GELITA is entitled at any time, even in the context of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. GELITA will declare a corresponding reservation at the latest with the order confirmation.
- 5.6 Upon expiry of the above payment period, the customer shall be in default without the need for a reminder. During the period of default, interest shall be paid on the purchase price at the statutory default interest rate applicable at the time. GELITA reserves the right to claim further damages caused by default.
- 5.7 The customer shall have rights of set-off or retention only to the extent that its claim has been recognized by declaratory judgment or is not disputed by GELITA.
- 5.8 If it becomes apparent after the conclusion of the contract (in particular due to an application for the opening of insolvency proceedings) that GELITA's claim to the purchase price is at risk due to the customer's inability to pay, GELITA shall be entitled, notwithstanding the option to demand advance payment (Section 5.5), in particular in accordance with the statutory provisions on refusal of performance and - if applicable after setting a deadline - to withdraw from the contract. In the case of contracts for the manufacture of specific items (custom-made items), GELITA may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

## 6. Product Characteristics and Warranty

- 6.1 Unless otherwise agreed upon by the parties, the properties and condition of the goods shall be exclusively defined by GELITA's product specifications. Any subjective and/or objective requirements beyond the agreed product specifications shall be excluded.
- 6.2 Unless otherwise provided below, the statutory provisions shall apply with regard to the customer's rights in the event of material defects and defects of title.
- 6.3 Claims for defects by the customer require that the customer has properly inspected the goods upon delivery, has reported any defects without undue delay and has also otherwise fulfilled any statutory inspection and notification obligations. In the case of goods intended

for further processing, an inspection must always be carried out immediately prior to processing. If a defect becomes apparent upon delivery, inspection or at any later time, GELITA shall be notified of this in writing without undue delay, stating the invoice and order number, the product designation and, if applicable, the container designation. In any case, obvious defects shall be notified in writing within eight (8) working days of delivery and defects not recognizable upon inspection within three (3) days of discovery. If the customer fails to properly inspect the goods and/or report defects, GELITA shall not be liable for defects that have not been reported or have not been reported in time or properly, in accordance with the statutory provisions. In the case of goods intended for further processing, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the customer shall not be entitled to claim compensation for the corresponding costs.

- 6.4 If the goods are defective, GELITA is obliged to provide subsequent performance within a reasonable period of time, at GELITA's reasonable discretion, either by remedying the defect (rectification) or by delivering defect-free goods (replacement delivery). If the type of subsequent performance chosen by GELITA is unreasonable for the customer in an individual case, the customer may reject it. GELITA's right to refuse subsequent performance under the statutory conditions remains unaffected.
- 6.5 GELITA is entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to withhold a reasonable portion of the purchase price in proportion to the defect.
- 6.6 Claims of the customer for reimbursement of expenses in accordance with Section 445a para. 1 German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 German Civil Code).
- 6.7 Goods that are the subject of a complaint may only be returned with the express consent of GELITA.

## 7. Liability

- 7.1 Unless otherwise provided in these GTC, including the following provisions, GELITA shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
- 7.2 GELITA shall be liable for damages - regardless of the legal grounds - in the context of fault-based liability in the event of willful misconduct and gross negligence. In the event of ordinary negligence, GELITA shall be liable, subject to statutory limitations of liability (e.g. diligence in its own affairs; insignificant breach of duty), only for damages arising from the violation of
- life, body or health;
  - a material contractual obligation (an obligation whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the contractual partner regularly relies and may rely); in this case, however, GELITA's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 7.3 The limitations of liability arising from Section 7.2 shall also apply to third parties and to breaches of duty by persons (including in their favor) whose fault GELITA is responsible for under statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act (ProdHaftG).
- 7.4 The customer may only withdraw from the contract due to a breach of duty that does not consist of a defect if GELITA is responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences shall apply.

## 8. Notes, Information and Disclosures

- 8.1 The customer shall always ensure that the goods delivered by GELITA are properly stored and/or transported. Warranty claims by the customer or third parties for damages resulting from improper storage or improper transportation of the delivered goods are excluded.
- 8.2 GELITA provides technical application advice to the best of its knowledge based on its research and experience. All statements and information provided as part of the advice on the suitability and use

of the goods are, however, non-binding unless they are expressly designated as binding in the written order confirmation from GELITA. They do not release the customer from conducting their own tests and trials to determine the suitability of the goods for the intended processes and purposes and their legal admissibility.

## **9. Retention of Title**

- 9.1 GELITA retains ownership of the goods sold until full payment of all current and future claims arising from the purchase contract and an ongoing business relationship (secured claims). The customer is obliged to store the goods subject to retention of title (reserved goods) carefully and to insure them properly against loss and damage at its own expense. The customer hereby assigns to GELITA, as security, the claims arising from the insurance contracts. GELITA accepts the assignment. GELITA reserves the right to waive the current account reservation at any time.
- 9.2 The reserved goods subject to retention of title may not be pledged or assigned as security to third parties before full payment of the secured claims. The customer shall notify GELITA immediately in writing if an application for the opening of insolvency proceedings has been filed or if third parties have access to the reserved goods (e.g. seizures).
- 9.3 If the customer acts in breach of contract, in particular if the customer fails to pay the due purchase price, GELITA is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the reserved goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; GELITA is rather entitled to merely demand return of the reserved goods and reserve the right of withdrawal. If the customer does not pay the due purchase price, GELITA may only assert these rights if GELITA has previously set the customer a reasonable deadline for payment without success or if setting such a deadline can be dispensed with according to the statutory provisions.
- 9.4 The customer is authorized until further notice in accordance with Section 9.4 a) - c) below to resell and/or process the reserved goods in the ordinary course of business. In this case, the following provisions shall apply in addition:
- a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of the reserved goods by GELITA, whereby GELITA shall be deemed the manufacturer. If, in the event of processing, mixing or combining with the goods of third parties, the ownership rights of the latter remain in force, GELITA shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the reserved.
  - b) The customer hereby assigns to GELITA, by way of security, all claims against third parties arising from the resale of the reserved goods or the product, in total or in the amount of the co-ownership share, if any, in accordance with the preceding paragraph, including all ancillary and security rights. GELITA accepts the assignment. The customer's obligations set forth in Section 9.2 shall also apply with regard to the assigned claims.
  - c) The customer remains authorized to collect the claim in addition to GELITA. GELITA undertakes not to collect the claim as long as the customer meets its payment obligations to GELITA, there is no defect in its ability to pay and GELITA does not assert the reservation of title by exercising a right in accordance with Section 9.3. If this is the case, however, GELITA can demand that the customer informs GELITA of the assigned claims and their debtors, provides all the information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment. In addition, GELITA is entitled in this case to revoke the customer's authorization to resell and process the reserved goods.
  - d) If the realizable value of the securities for GELITA's claims exceeds 10 %, GELITA will release securities at GELITA's discretion at the customer's request.
- 9.5 If and to the extent that the applicable jurisdiction does not permit an agreement on retention of title, the purchaser shall provide

GELITA with other appropriate collateral when claiming commercial credit and upon GELITA's request.

## **10. Statute of Limitations**

- 10.1 The general statute of limitations for claims arising from material defects and defects of title is one (1) year from delivery. Insofar as acceptance has been agreed, the statute of limitations begins with acceptance. Sections 444 and 445b German Civil Code remain unaffected.
- 10.2 The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the customer that are based on a defect in the goods, unless the application of the regular statutory limitation period would lead to a shorter limitation period in individual cases. Claims for damages by the customer in accordance with Section 7.2, sentences 1 and 27.2a) and under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

## **11. Force Majeure**

- 11.1 Should circumstances and/or events occur that are beyond GELITA's control (such as natural disasters, war, labor disputes, shortages of raw materials and energy, operational disruptions, cyber attacks, fire and explosion damage, epidemics or pandemics (whether declared by the WHO or not), sovereign measures and official decrees), reduce the availability of the goods from the plant from which GELITA obtains the goods, so that GELITA cannot fulfill its contractual obligations (taking into account other internal or external delivery obligations on a pro-rata basis), GELITA shall be (i) released from its contractual obligations for the duration of the disruption and to the extent of its effects and (ii) not obliged to procure the goods from third parties.
- 11.2 Section 11.1 shall also apply if the events and circumstances make the performance of the affected business sustainably uneconomical for GELITA or affect GELITA's upstream suppliers (in particular, but not limited to, with regard to raw material and energy suppliers). If these events last longer than three (3) months, GELITA shall be entitled to withdraw from the contract.

## **12. Miscellaneous**

- 12.1 GELITA and the customer mutually assure each other that they will always comply with the relevant and applicable legal provisions, in particular within the framework of their business relationship (compliance with laws).
- 12.2 If and to the extent that the customer requests GELITA to confirm a Supplier Code of Conduct, GELITA expects its customers to comply with the regulations contained therein, in particular with regard to ethics, occupational safety, environmental protection and compliance with applicable laws. If contractual provisions are included in such a document that contradict the provisions of these GTC, these deviations shall only be deemed agreed if explicit reference is made to the amended provision in these GTC.
- 12.3 The customer must treat all business and technical information received from GELITA as business and trade secrets, insofar as these are not generally known. Such information may only be passed on to third parties who are bound by a corresponding confidentiality agreement for the purposes set out in the contract.
- 12.4 GELITA is entitled to transfer the rights and obligations arising from the contract or the contract as a whole to another group company.

## **13. Final Provisions**

- 13.1 The law of the Federal Republic of Germany shall apply exclusively to the legal relationship between GELITA and the customer, excluding German international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.2 The exclusive place – and international - of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Heidelberg, Germany. However, GELITA is also entitled in all cases to bring an action at the place of performance in accordance with a prevailing individual agreement or at the customer's general place of jurisdiction.

- 13.3 The customer's data shall be stored and processed using information technology processes to the extent necessary for the contractual relationship. GELITA and the customer shall observe the data protection regulations applicable to them and shall obligate their employees deployed in connection with the order and its execution to maintain data secrecy, unless they have already been generally obligated to do so.
- 13.4 If these GTC are provided to the customer in a language other than the language of the contract (contract language), this is done solely for ease of comprehension. In the event of differences of interpretation, the text in the contract language shall prevail.

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