

GENERAL TERMS AND CONDITIONS

1. Conclusion of Contract

- 1.1. Our sales are governed exclusively by our Conditions of Sale. None of the buyer's general terms and conditions shall be binding on us.
- 1.2. Our Conditions of Sale shall continue to apply even in cases where we make unconditional delivery to the buyer while being aware of conditions on the part of the buyer that conflict with or differ from our Conditions of Sale.
- 1.3. All agreements and ancillary agreements between the seller and the buyer prior to the conclusion of a contract shall be in writing.
- 1.4. Our Conditions of Sale shall govern all future transactions with the buyer, without the need for any further statement to this effect.
- 1.5. Our Conditions of Sale apply only to entrepreneurs mentioned in Section 310(1), sentence 1 of the BGB (German Civil Code).

2. Offer and Acceptance

- 2.1. Where an order according to Section 145 of the BGB (German Civil Code) has been placed, the seller may accept the order within one week.
- 2.2. Except as otherwise provided in the offer document or the order acknowledgement, the seller's offers are without obligation.
- 2.3. The quantity of goods offered by the seller shall be limited to the quantity available in Germany.

3. Prices

- 3.1. Except as otherwise provided in our offer or in our order acknowledgement, our prices are ex-works. All prices are quoted net of sales tax. The buyer is responsible for paying the current legally prescribed amount of sales tax. Packing, postage and freight costs will be added to our invoice.
- 3.2. The seller reserves the right to adjust its prices in the event of any increase in production costs or costs of procurement from the seller's own supplier. In this case, prices on delivery shall be applicable.
- 3.3. Deductions from these prices shall be made only by agreement in writing.

4. Conditions of Payment

- 4.1. Except as otherwise provided in the order acknowledgement, the purchase price shall be paid in full 30 days from date of invoice. In the event of late payment, we are entitled to charge interest at the rate of 5 per cent per annum above the base rate of the European Central Bank. If we can prove a higher amount of loss due to the delay in payment, we shall be entitled to claim compensation for this.
- 4.2. The seller has no obligation to accept non-cash means of payment. Should the seller nonetheless do so, the payment concerned shall be regarded as merely conditional. Where non-cash means of payment is accepted, the buyer shall bear any costs of collection and discounting, and any other resulting costs.

5. Packaging

- 5.1. The seller shall accept the return of packaging material only insofar as it is obliged to do so under the Verpackungsordnung (Packaging Ordinance) of 12 June 1991.
- 5.2. Where the seller has an obligation to accept the return of packaging material, the buyer shall clean the material, separate it from any other materials, empty it completely and then return it to the seller at the buyer's own expense. Where the buyer fails to comply with this requirement, the seller may invoice the buyer for any resulting costs.
- 5.3. Item 5.2 shall apply, as appropriate, in cases where the packaging remains the property of the seller (returnable containers).

6. Delivery date, Delay, Losses due to Delay

- 6.1. The delivery period stated in the seller's offer shall begin only once all technical issues have been definitively resolved, the details of the transaction have been agreed, and the buyer's obligations have been promptly and duly complied with. The delivery deadline shall be regarded as met if the deliverable goods have left the seller's works or have been declared ready for shipping by this deadline.
 - 6.2. The seller may make partial deliveries before the delivery deadline.
 - 6.3. The delivery period shall be reasonably extended in the case of events for which the seller is not responsible, in particular labour disputes, force majeure, natural disasters and raw-material shortages.
 - 6.4. In the event of late delivery by the seller, if the buyer can prove a loss due to delay in delivery, the buyer may claim compensation amounting to 0.5% per cent of the respective delivery value for each full week of delay, up to a maximum of 10 per cent of this value.
- Any other claims for compensation for delay in delivery or damages in lieu of performance of the seller's obligations shall be excluded, even on the expiry of a reasonable grace period for delivery granted by the buyer with the proviso that the buyer would not accept delivery after this period, except in the event of intentional action or gross negligence, or any other case where liability is mandated by law. Where the seller bears mandatory liability, it shall have the right to present evidence to the buyer that the delay in delivery caused little or no loss to the buyer. The buyer shall be entitled to withdraw from the contract only if the seller is responsible for the delay.

7. Availability of Raw Materials etc., Force Majeure

- If, for reasons for which the seller is not responsible, it does not receive deliveries from its own supplier or does not receive these deliveries on time, or if it is prevented from making delivery by other circumstances arising through force majeure, the seller may suspend the fulfilment of its obligations for as long as these circumstances prevail, or it may withdraw from all or part of its remaining contractual obligations.
- Item 6.4 shall apply as appropriate.
- a) Definition: Force majeure occurs when an external event occurs that has no operational connection and cannot be prevented even with the utmost care that could reasonably be expected.
- This is particularly true for the following events:
Government regulations, war or national emergency, protests, riots, civil unrest, fire, explosion, flood, epidemic, pandemic, strike and other labor disputes, import or export restrictions or embargoes, power failure or other events beyond the control of the Curtis Systems GmbH. By placing your order, you accept our terms and conditions and thereby assure us that you will not deliver to countries that are affected by embargoes due to legal regulations.

8. Transfer of Risk and Shipment

- 8.1. Even if there is no charge for delivery, delivery is ex-works unless specifically agreed otherwise. Risk shall pass to the seller at the time when goods are dispatched from the seller's premises or on handover from the relevant dispatch centre to the first person who is responsible for transporting them.
- 8.2. The seller shall arrange transport insurance for the delivery. However, the buyer shall bear the cost of this insurance.

9. Liability for Product Defects

- 9.1. Claims for product defects shall be accepted only on condition that the buyer has duly complied with its obligations under Section 377 of the HGB (German

Commercial Code) to examine the goods and report any defects. Claims for defects shall be made in writing, at the latest within 7 days from the date of delivery or hand-over in the case of visible defects, and within 7 days of discovery in the case of invisible defects. No liability shall be accepted for claims not made within the above time limits.

9.2. After making a defect claim, the buyer may withhold part of the payment in reasonable proportion to the defect in the product. The buyer may withhold payment only where the validity of the defect claim is not in doubt. Where a false defect claim is made, the seller shall be entitled to claim reimbursement of any costs that it incurs from the buyer.

9.3. Should any purchased item be defective, the seller may, at its discretion and at no charge to the buyer, repair the item, deliver an additional item, or perform its obligations again within a reasonable period. In the event that the seller does so, claims for reimbursement of expenses, including transport costs, road charges, and labour and materials costs, shall be excluded if they arise or arose from the moving of any defective purchased item from the buyer's business premises to a different place, unless this item was moved there to be used for its intended purpose. The seller may make repeated repairs or repeated additional deliveries. Without prejudice to any claim for compensation in lieu of fulfilment, the buyer may at its discretion require a reduction in price or cancel the contract if either repairs fail to remedy the defect or, for any other reason, replacement, additional or new deliveries can no longer be made.

9.4. Except as otherwise provided below, any further claims by the buyer shall be excluded. We shall not be liable for any loss or damage other than damage occurring to the deliverable goods themselves. In particular, no liability shall be accepted for any loss of profit or other financial losses.

9.5. After making a defect claim, the seller shall give the buyer adequate opportunity to examine the goods and assess the defects. For this purpose, the buyer shall leave the goods in the container in which they were delivered and return them to the seller upon the latter's request. Failure to comply with this obligation, or mixing or alteration of the goods by the buyer shall void the buyer's claims for product defects.

9.6. Where goods' characteristics differ only negligibly from their agreed characteristics, or where their use is impaired only to a negligible extent, any claim for product defects shall be void. Furthermore, the seller shall not be liable for natural wear and tear, or for loss or damage occurring through incorrect or careless handling after transportation across a border, exposure to excessive or inappropriate stress, or incorrect use of any purchased item, nor shall the seller be liable for any consequential loss or damage.

10. Liability

10.1. The seller shall bear no liability for compensation for damages, regardless of the legal basis on which such liability is claimed. This shall not apply however in cases where the seller's liability is mandated by law, in particular where intentional action or gross negligence by the seller itself, a senior employee of the seller or an agent of the seller causes bodily injury or harm to health.

Where a breach of contract results from slight negligence, the seller shall be liable only if the breach affects a material contractual obligation or the buyer claims compensation in lieu of fulfilment of the obligation. In the event of a breach of a material contractual obligation, the seller's liability shall be limited to the foreseeable loss or damage that would be typical for this kind of contract.

10.2. The above exclusions and limitations of liability shall apply to the seller's employees and representatives also.

10.3. The above restrictions shall not affect liability for claims under the Produkthaftungsgesetz (Product Liability Law).

10.5. Where the seller is prevented from performing the contract by circumstances for which the seller is responsible, the buyer's claim for compensation for damages shall be limited to 10 per cent of the delivery value.

10.6. We would like to point out that private label customers must submit a PCN notification (Poison Centers Notification) of the products in the respective EU countries in their sales area under their own trade name and their own UFI (Unique Formula Identifier) in order to comply with the requirements of Annex VIII to comply with the CLP Regulation (EU-VO 2017/542). Curtis Systems is not liable for violations by its private label customers of this reporting requirement for mixtures that require labeling.

10.7 If the customer makes changes to the safety data sheet, we assume no liability for the content of the changed data sheet. In the event of a change in the product name and the supplier or manufacturer, the customer is obliged to provide his own emergency number, with the result that the telephone number provided by us must be changed by him.

11. Retention of Title

11.1. The seller retains the title to all delivered goods until settlement of all accounts receivable under the seller's business relationship with the buyer. The same shall apply even if the purchase price has been paid for certain deliveries of goods specified by the buyer, since goods to which the title is retained serve as security to the seller's outstanding balance claim. As soon as a contract is concluded between the buyer and the seller, the buyer assigns all claims against its customers arising from the resale of these goods or on any other legal basis, together with all ancillary rights, to the seller as security.

11.2. Should the value of the delivered goods to which title is retained as security for the seller exceed the total of the accounts receivable by the seller by more than 10 per cent, the seller shall be obliged to release a corresponding portion of the goods from security upon the buyer's request.

12. Right of Cancellation

Should the buyer fall into financial difficulties after a contract has been concluded, the seller may require the buyer to provide, within a reasonable period, security for performance of its obligations. On expiry of this period, the seller shall be entitled to cancel the contract if the buyer has not provided the security.

13. Tolerances

Quantity, weight and quality of delivered goods shall be within normal commercially acceptable tolerances.

14. Catalogues and Samples

14.1. Product descriptions in the seller's catalogues and other literature, including all images, drawings, specifications, performance descriptions, and information concerning masses and weights, are merely for the purpose of illustration and identification of the products, and do not constitute a warranty of their characteristics.

Information on specific characteristics of goods shall be regarded as binding only if the seller gives an express written warranty to this effect.

14.2. In accordance with Section 243(1) of the BGB (German Civil Code), any samples or specimens of the available goods that the seller provides to the buyer shall be merely an indication of the characteristics of these goods. A warranty of their characteristics shall exist only where the seller provides a corresponding special declaration in writing.

15. Jurisdiction and Place of Fulfilment

15.1. If the buyer is a merchant, the place of jurisdiction shall be Wiesbaden.

15.2. However, the seller reserves the right to raise claims against the buyer at the court having jurisdiction over the buyer's place of business.

15.3. Unless specifically agreed otherwise, the place of fulfilment for all contractual obligations shall be the seller's place of business.