

General Terms and Conditions of Polytives GmbH

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Translator's Note

This document is an English-language translation of the German-language “Allgemeine Geschäftsbedingungen” (General Terms and Conditions) of Polytives GmbH, dated 05.06.2024, provided for convenience only. It is not a substitute for the original German text. In the event of any discrepancy, ambiguity, or conflict between this translation and the German original, the German original shall prevail and shall be the sole legally binding version, in accordance with Clause 9.2 of these Terms (governing law: Federal Republic of Germany).

1. Scope and General Provisions

1.1 These General Terms and Conditions (“GTC”) shall apply to all purchase agreements concluded between the Buyer and us for the supply of polymer additives, which we sell as products.

Corresponding agreements and terms for research services shall be agreed separately. These GTC shall apply only if the Buyer is an entrepreneur (Section 14 of the German Civil Code, BGB), a legal entity under public law, or a special fund under public law. They shall also apply to all future business relationships, even if not expressly agreed again on each occasion. Deviating terms and conditions of the Buyer that we do not expressly recognize shall not be binding on us, even if we do not expressly object to them. These GTC shall also apply if, being aware of conflicting or deviating terms and conditions of the Buyer, we carry out the Buyer’s order without reservation.

1.2 All agreements made between the Buyer and us for the purpose of performing the purchase agreements are set out in writing in the contracts.

1.3 Agreements made between the contracting parties in individual cases (including collateral agreements, supplements and amendments) shall in every case take precedence over these GTC.

1.4 The version of these GTC in force at the time of the order shall always apply.

2. Offer and Conclusion of Contract

2.1 We may accept an order placed by the Buyer, which qualifies as an offer to enter into a purchase agreement, within two weeks, either by sending an order confirmation or by dispatching the ordered products within the same period.

2.2 Our offers are subject to change and non-binding, unless we have expressly designated them as binding. Our written order confirmation shall be authoritative for the scope of our delivery obligation. Only the products listed in our price lists valid from time to time are available for delivery.

2.3 We reserve our proprietary, copyright and other protective rights in all illustrations, calculations, drawings and other documents. The Buyer may only pass these on to third parties with our prior written consent, regardless of whether we have marked them as confidential.

3. Payment Terms

3.1 Our prices are ex works, excluding packaging, unless otherwise specified in the order confirmation. The purchase price shall be the price quoted by us or, if no price has been quoted, the price contained in our price list valid at the time of the relevant order. Unless otherwise agreed in writing, the prices quoted by us are exclusive of packaging and shipping costs, plus statutory value added tax. A cash discount deduction is permitted only if separately agreed in writing.

3.2 Payment obligations arising from deliveries of goods are to be settled by bank transfer within thirty (30) days of the invoice date and shall be deemed fulfilled only to the extent that we can freely dispose of the funds at a bank.

3.3 If the Buyer defaults on a payment, the statutory provisions shall apply.

3.4 The Buyer is entitled to set off claims – including where notices of defects or counterclaims are asserted – only if the counterclaims have been legally established, are undisputed, or have been acknowledged by us. The Buyer may exercise a right of retention only if its counterclaim arises from the same contractual relationship.

4. Delivery and Performance Time

4.1 Delivery dates or periods that have not been expressly agreed as binding are non-binding indications only. The delivery time stated by us shall not commence until all technical questions have been clarified. Likewise, the Buyer must properly and promptly fulfil all obligations incumbent on it.

4.2 Uncontrollable events for which we are not responsible – e.g., natural events, pandemics, wars, official orders, embargoes, or unforeseeable delays in the supply of essential components or other materials (“Force Majeure”) – shall reasonably extend the delivery time. This shall also apply if such events occur during a delivery delay or at a subcontractor. However, the delivery time shall be extended by no more than two months in total. If we are unable to render our agreed performance within that period, both the Buyer and we shall be entitled to withdraw from the contract. Claims for damages by the Buyer on this ground are excluded. In the event of withdrawal, any payments already made for goods not delivered shall be refunded to the customer without delay.

4.3 We are entitled to make partial deliveries and render partial performance at any time, to the extent reasonable for the customer. Each partial delivery may be invoiced separately. For call-off orders, the call-off must be made at least two calendar weeks before the desired delivery date.

4.4 If the Buyer defaults in accepting the goods, we shall be entitled to demand compensation for any resulting damage and additional expenses. The same applies if the Buyer culpably breaches its duties to cooperate. Upon the Buyer’s default in acceptance or as debtor, the risk of accidental deterioration or accidental loss shall pass to the Buyer.

5. Transfer of Risk, Shipping

5.1 Shipment from the factory or delivery warehouse shall be at the Buyer's expense. The shipping route and method shall be determined by us. Pursuant to Section 15(1) of the German Packaging Act (VerpackG), the Buyer may request that we take back transport, sales and outer packaging free of charge upon delivery of our goods.

5.2 Loading and shipment shall be uninsured and at the Buyer's risk. We will endeavour to take the Buyer's wishes and interests regarding the shipping method and route into account; any resulting additional costs – including where carriage-paid delivery has been agreed – shall be borne by the Buyer.

5.3 Risk shall pass to the Buyer as soon as the goods are handed over to the carrier, or leave our factory or delivery warehouse for the purpose of shipment; this shall also apply where we exceptionally arrange further services, such as carriage-paid shipment, delivery or similar. In particular, we shall not be responsible for changes to or deterioration of the goods occurring during transport or as a result of improper storage. If we have notified the Buyer that the goods are ready for dispatch or collection, risk shall pass to the Buyer if it fails to call off or collect the goods despite our having set a reasonable deadline for doing so, with the transfer of risk taking effect at the start of the day following expiry of that deadline.

6. Defects in Quality and Title, Liability

6.1 The Buyer shall have claims for defects only if it has duly complied with its obligations to inspect the goods and give notice of defects under Section 377 of the German Commercial Code (HGB).

6.2 In the case of justified notices of defects, we shall be obliged to provide subsequent performance, to the exclusion of the Buyer's rights to withdraw from the contract or to reduce the purchase price (reduction), unless we are entitled under statutory provisions to refuse subsequent performance. The Buyer shall grant us a reasonable period for subsequent performance. Subsequent performance may, at the Buyer's election, be effected by remedying the defect (repair) or by delivery of replacement goods. In the case of remedying a defect, we shall bear the necessary expenses, provided these are not increased because the item in question is located at a place other than the place of performance. If subsequent performance fails, the Buyer may, at its election, demand a reduction of the purchase price (reduction) or declare withdrawal from the contract. Repair shall be deemed to have failed after the second unsuccessful attempt, unless further repair attempts are reasonable and acceptable to the Buyer given the nature of the item concerned. The Buyer may assert claims for damages arising from the defect, subject to the following conditions, only once subsequent performance has failed. The Buyer's right to assert further-reaching claims for damages under the following provisions remains unaffected.

6.3 The Buyer's warranty claims shall become time-barred one year after delivery of the goods to the Buyer, unless we have fraudulently concealed the defect, in which case the statutory limitation periods shall apply.

6.4 Irrespective of the following limitations of liability, we shall be liable in accordance with statutory provisions for damage to life, body or health arising from a negligent or intentional

breach of duty by us, our legal representatives or vicarious agents, and for damage falling within the scope of the German Product Liability Act. For damage not covered by the preceding sentence that arises from an intentional or grossly negligent breach of contract, or from fraudulent conduct, on the part of us, our legal representatives or vicarious agents, we shall be liable in accordance with statutory provisions. In such case, however, liability for damages shall be limited to foreseeable damage typical for contracts of this kind, unless we, our legal representatives or vicarious agents acted intentionally. To the extent that we have given a guarantee as to the quality and/or durability of the goods or parts thereof, we shall also be liable within the scope of that guarantee. However, we shall be liable for damage resulting from the absence of the guaranteed quality or durability but not occurring directly to the goods themselves only if the risk of such damage is clearly covered by the quality and durability guarantee.

6.5 We shall also be liable for damage caused by simple negligent breach of contractual obligations, the fulfilment of which is essential to the proper performance of the contract in the first place and on the observance of which the Buyer regularly relies and may rely. In such cases, however, we shall be liable only to the extent that the damage is typically associated with, and foreseeable under, the contract.

6.6 Any further liability, irrespective of the legal nature of the claim asserted, is excluded; this applies in particular to tortious claims and to claims for reimbursement of futile expenditure in lieu of performance. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, staff, representatives and vicarious agents.

6.7 The Buyer's claims for damages arising from a defect shall become time-barred one year after delivery of the goods. This shall not apply to injury to life, body or health caused by us, our legal representatives or vicarious agents, or in cases where we or our legal representatives acted intentionally or with gross negligence, or where our simple vicarious agents acted intentionally.

7. Retention of Title

7.1 The delivered goods (goods subject to retention of title) shall remain our property until all claims we currently have or may in future acquire against the Buyer, including all balance claims arising from a current account, have been satisfied. In the event of conduct by the Buyer in breach of the contract, e.g., default in payment, we shall, after setting a reasonable prior deadline, be entitled to repossess the goods subject to retention of title. Our repossession of the goods subject to retention of title shall constitute a withdrawal from the contract. Our seizure of the goods subject to retention of title shall likewise constitute a withdrawal from the contract. We are entitled to realize the value of the goods subject to retention of title following repossession. After deducting a reasonable amount for the costs of realization, the proceeds of realization shall be set off against the amounts owed to us by the Buyer.

7.2 The Buyer is entitled to resell and/or use the goods subject to retention of title in the ordinary course of business for as long as it is not in default of payment. Pledging or assignment by way of security is not permitted. The Buyer hereby assigns to us in advance, in full and by way of security, all claims arising from resale or from any other legal ground (insurance, tort) in relation to the goods subject to retention of title (including all balance claims from a current account); we hereby accept such assignment. We revocably authorize the Buyer to collect, for the Buyer's account but in

the Buyer's own name, the claims assigned to us. This collection authorization may be revoked at any time if the Buyer fails to duly meet its payment obligations. The Buyer is likewise not entitled to assign this claim for the purpose of debt collection by way of factoring, unless the factor is at the same time obliged to remit the consideration in the amount of the claims directly to us for as long as we have outstanding claims against the Buyer.

7.3 Any processing or transformation of the goods subject to retention of title by the Buyer shall in every case be carried out on our behalf. If the goods subject to retention of title are processed together with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount, including value added tax) relative to the other processed items at the time of processing. The same shall apply to the new item created by processing as applies to the goods subject to retention of title. In the event of inseparable mixing of the goods subject to retention of title with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount, including value added tax) relative to the other mixed items at the time of mixing. If the Buyer's item is to be regarded as the principal item as a result of such mixing, the Buyer and we agree that the Buyer shall transfer to us proportionate co-ownership of that item; we hereby accept such transfer. The Buyer shall hold in safekeeping on our behalf any sole or co-ownership of an item thereby arising in our favour.

7.4 In the event of third-party access to the goods subject to retention of title, in particular seizure, the Buyer shall point out our ownership and notify us without delay so that we may enforce our ownership rights. Insofar as the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the Buyer shall be liable for such costs.

7.5 We undertake to release the securities to which we are entitled to the extent that their realizable value exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be at our discretion.

8. Data Protection

8.1 Customer data received by us in connection with an order, the conclusion of a purchase agreement and its execution shall be collected, stored and processed by us within the framework of the applicable statutory provisions. The legal basis for this data processing is Article 6(1)(1)(b) GDPR, as such data processing is necessary and required for the performance of the contract. In this regard, we refer in detail to the Privacy Policy of Polytives GmbH, available at the following link: <https://polytives.com/en/data-privacy-policy/>.

8.2 We assure the customer that we will not otherwise disclose its personal data to third parties, unless we are legally obliged to do so or the customer has given prior express consent.

9. Place of Performance, Jurisdiction, Governing Law

9.1 The place of performance and jurisdiction for deliveries and payments (including proceedings on cheques and bills of exchange), as well as for all disputes arising between us and the Buyer out of the purchase agreements concluded between us, shall be our registered place of business. We

shall, however, also be entitled to bring proceedings against the Buyer at its place of residence and/or business.

9.2 The relationship between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.