

# General Terms and Conditions of Sales of CABB AG

(Status 01/2025)

## 1. Offer and Conclusion of Contract

- a) These terms and conditions ("Terms") shall exclusively apply to all our present and future deliveries and the contracts relating thereto ("Sales Contracts"). Terms and conditions of our clients ("Buyers") shall not be applicable, even if we fail to expressly reject them. These Terms shall also be applicable if we execute Buyer's orders without any proviso, knowing that contradictory or diverging terms and conditions exist.
- b) Our quotations are non-binding, but to be understood as request for the Buyer to submit an offer to us. The contract is concluded by the Buyer's order (offer) and our acceptance. If our acceptance deviates from the order, this shall be deemed to be a new non-binding offer from us, unless expressly submitted as binding.
- c) We are free to accept an order from a Buyer within 2 weeks of receipt. Our execution of an order without confirmation is to be considered as our acceptance.
- d) All Sales Contracts should be laid down in writing. "Writing" or "written" within the meaning of these Terms shall also include e-mails.

## 2. Scope of Contractual Obligations

- a) The scope of obligations shall be governed by the respective Sales Contracts, our written confirmation of order or our invoice, as the case may be.
- b) Delivery dates shall not be binding unless they have been expressly stated to be binding. The quality of the goods shall be determined exclusively in accordance with the standard specification or the agreed specification. Requirements that go beyond the standard specification or the agreed specification are excluded.
- c) We shall be entitled to effect partial shipments if the Buyer can reasonably be expected to accept such partial shipments under the circumstances of the particular case. Invoices for any partial shipment shall be payable irrespective of the completion of delivery of the entire shipment.
- d) Product details and criteria for use in catalogues, instruction leaflets, safety data sheets and other information material that we make available to the Buyer, as well as descriptive product details are not to be understood as guarantees for a particular quality of the goods nor as just an agreement of the quality. Statements on quality and durability as well as other information are only guarantees if they are agreed as such and expressly designated as such.

## 3. Prices and Payment

- a) The prices are net prices plus value added tax. They are calculated on the weight/quantity of the delivery at the time of dispatch.
- b) Invoices are payable net after 30 days (due date) of the date of invoice, unless otherwise agreed in writing. If the purchase price is not paid on the 30th day, the Buyer shall be in default. If the Buyer is in default of payment, interest at the legal rate shall be charged on the overdue amount automatically and without any additional reminder. We reserve the right to pursue further claims for damages for default.
- c) If the Buyer is in default of payment and in the case of other justified doubts as to the Buyer's solvency or creditworthiness, we shall be entitled – notwithstanding our other rights – to demand advance payment for all deliveries not yet made or services not yet rendered and to require immediate payment of all claims arising from the business relation. Our obligation to supply shall be suspended while the Buyer is in arrears with a due payment.
- d) The Buyer has the right to offset only as and when respective counter-claims are undisputed or have been legally established. The assertion of rights of retention by the Buyer is excluded.
- e) If the basis of the price determination changes between the conclusion of the contract and the delivery due to unforeseeable circumstances (in particular currency fluctuations and supplier prices), we are entitled to adjust the prices accordingly.

## 4. Force Majeure

Unforeseen breakdowns (incl. machine breakdown), delayed deliveries or non-delivery by our suppliers (including intra-group suppliers), shortage of labour, power or raw materials, strikes, lockouts, difficulties in providing means of transport, traffic disruptions, complete or temporary infrastructure failure (including failure of public or private communication networks), cyberattacks, epidemics and pandemics (regardless of the number of existing waves), government orders, embargoes, boycotts and any other events of force majeure shall relieve the party affected thereby of its obligation to supply or accept the goods, as the case may be, for the duration of and to the extent of such hindrance. If, in consequence of such hindrance, delivery or acceptance is delayed by more than 3 months, either party, to the exclusion of all further claims, may withdraw from the contract in respect of the quantities affected by such delay.

## 5. Transfer of Risk

In the absence of any agreement to the contrary, the risk shall transfer to the Buyer when the consignment is transferred to the first transport operator or when the goods are made available for collection by the Buyer. This principle shall apply even if the Buyer refuses to take delivery of the consignment.

## 6. Reservation of Property Rights

- a) Ownership of the goods shall only pass to the Buyer once he has fulfilled all his obligations arising from the business relationship with us, including ancillary claims and claims for damages. The retention of title shall remain in force even if individual claims are included by us in a current account and the balance has been drawn and recognized.
- b) If the Buyer processes the said goods together with other goods not owned by us, we shall acquire co-ownership of the new product, our proportionate share being equivalent to the invoice value of the goods subject to reservation of title relative to that of the other processed goods at the time of processing. If goods subject to reservation of title are processed, are combined or mixed with other goods not owned by us, we shall become co-owners in accordance with the provisions of the applicable law of the location of the goods. If the Buyer acquires sole ownership through processing, combining or mixing, the Buyer shall here and now transfer to us co-ownership proportionate to the value of the goods subject to reservation of title relative to that of the other goods at the time that they are processed, combined or mixed. In these instances the Buyer shall hold in safe custody and free of charge the item that is likewise owned or co-owned by us and deemed to be subject to reservation of title within the meaning of lit. a.
- c) To safeguard our total receivables resulting from the business relations, the Buyer hereby cedes to us such claims outstanding from resale as are equivalent to the value of the goods subject to reservation of title. We hereby accept such assignment.
- d) The Buyer may not resell goods subject to reservation of title on the basis of a purchase or service contract unless the sum receivable from the resale is transferred to us. The Buyer may not dispose of goods subject to reservation of title in any other way. At our request the Buyer shall notify the third party purchaser of such assignment to us for the purpose of the payment.
- e) If the value of our total collateral exceeds the amount receivable from the Buyer by 20%, we shall, at the request of the Buyer or any third party adversely affected by our excessive holding of Buyer's collaterals, release collateral of our choice to the extent of the excess.
- f) We are entitled to demand the return of the goods subject to reservation of title from the Buyer without setting a grace period and without withdrawing from the contract if the Buyer is in default with the fulfillment of his obligations towards us. Taking back the goods subject to reservation of title shall only constitute a withdrawal from the contract if we expressly declare this in writing.
- g) The Buyer shall assume the risk for the goods supplied by us subject to reservation of title. He shall keep such goods carefully in safe custody and insure them adequately against loss (theft, fire etc.). The Buyer hereby cedes to us the right to claim against the insurance in the event of loss.
- h) If reservation of property rights to any consignment sent abroad is not permitted on the relevant foreign territory in the above-mentioned form, our rights set forth in the foregoing shall be limited to the scope permitted by law of the location of the goods. If the applicable law of the location of the goods provides for registration requirements, the Buyer undertakes to support us at our request in order to either fulfil any of these requirements or to establish a comparable security interest for the goods subject in retention of title.
- i) In the event of a third party laying claim to the goods subject to reservation of title, in particular in cases of seizure, the Buyer will point out our ownership and inform us immediately, thus enabling us to pursue our rights of ownership. To the extent that a third party does not indemnify us with regard to judicial and extra-judicial expenses incurred in this context, the Buyer shall be held liable.

## 7. Duty to Examine and Complain as well as Claims for Reasons of Defects

- a) The Buyer must examine the goods for defects immediately upon receipt. Art. 201 of the Swiss Code of Obligations applies to such duty to examine and complain.
- b) We must be notified of any obvious defects within 2 weeks, of concealed defects immediately upon their discovery, latest within 6 months as of receipt of the goods. Damage to packaging and transportation damages must be noted in the freight papers or notification made in writing to the delivering forwarder and to us at the latest 6 days after delivery. Otherwise the goods shall be deemed accepted.
- c) We will recognize properly notified defects of the goods supplied according to our choice by eliminating such defects or supplying defect-free replacement goods. If these measures do not lead

to success the Buyer is entitled to have recourse to the statutory regulations of rescission or reduction of the purchase price in accordance with Art. 205 of the Swiss Code of Obligations.

- d) Defective goods may only be sent back with our express agreement.
- e) The limitation period is to be 12 months, calculated from the transfer of risk, unless the defect is fraudulently concealed by us. If acceptance has been agreed, the limitation period shall commence upon acceptance.

## 8. Liability

- a) Our liability for damages in the event of non-performance or defective performance is excluded in the event of simple negligence on our part and generally in the case of actions by our auxiliary persons (employees, subcontractors and agents).
- b) In the event of gross negligence or unlawful intent, we shall be liable for damage caused by us and for which we are responsible if the Buyer proves that the conditions for liability are met.
- c) The exclusion of liability shall not apply in cases of mandatory legal liability, such as in particular under the Product Liability Law, acceptance of a guarantee for quality characteristics as well as for culpably caused personal damage (life, body and health).
- d) In the event of a delivery delay on our part due to our simple negligence, the amount of default damages which the Buyer may claim shall be limited to a maximum of 5 % of the agreed net purchase price for each complete week of delivery delay and in total to a maximum total of 20 % of the agreed net purchase price.
- e) If the Buyer sells the supplied goods unchanged or after processing, transforming, combining or mixing with other goods, the Buyer shall release us internally from all product liability claims by third parties, to the extent that the Buyer is responsible for the circumstances giving rise to the liability.

## 9. Limitation of Liability in Time

The period of limitation for all claims for damages arising from defects shall be 12 months from the transfer of risk.

## 10. Trade Names and Trademarks

Our trade names and trademarks may be used by the Buyer only with our express written consent.

## 11. Safety

Unless otherwise agreed in individual cases, the Buyer shall be responsible for compliance with statutory and official regulations on the import, transportation, storage and use of the goods. To the extent that our goods are subject to regulations on dangerous substances, the Buyer shall, when storing and processing such goods, observe our product-specific safety data sheet and/or, when reselling the goods, pass on the relevant data to the purchaser. We will supply current safety data sheets upon request. To the extent that goods supplied by us are categorized as dangerous goods, they may be stored and (further) transported only in the packaging and by the means of transport approved for the purpose and with the prescribed labelling.

## 12. Import and Export Control

The Buyer is advised that goods or delivery items (and any know-how contained therein) may be subject to export or import controls. Each party is responsible for complying with the relevant export and import control regulations. Buyer is additionally advised that U.S. export control laws apply even if the goods or deliverables originate in whole or in part from the United States. This may be the case even if the contract has no other reference to the U.S. Should we be held directly liable in any form whatsoever for misconduct by the Buyer under export control law, the Buyer shall indemnify us and hold us harmless for any damage caused to us by the Buyer's misconduct under export control law.

## 13. Data Protection and IT-Security

a) If we provide the Buyer with personal data of our employees (hereinafter referred to as "Personal Data") in the course of performing the contract or if the Buyer obtains knowledge of this Personal Data in any other way, the following provisions shall apply.

- aa) Personal Data that is disclosed in the aforementioned manner and not processed on our behalf may only be processed by the Buyer for the execution of the contract and may not - except where permitted by law - be processed in any other way, in particular disclosed to third parties and/or analyzed for Buyer's purposes and/or used to create profiles. This also applies to the use of anonymized data.
- bb) The Buyer shall ensure that the Personal Data is only made accessible to those employees and contract data processors of the Buyer who are deployed for the performance of the relevant contract and only to the extent necessary for the performance of this contract (need-to-know principle). The Buyer shall set-up its organization in such a way that it meets the requirements of the applicable data protection law, in particular by taking contractual, technical and organizational measures to adequately secure personal data against misuse and loss.
- cc) In addition to its statutory obligations, the Buyer shall inform us immediately, at the latest within 24 hours of any breach of the protection of Personal Data, in particular in the event of loss. Upon termination of the relevant contract, the Buyer shall delete the Personal Data, including all copies made, in accordance with the statutory provisions.
- dd) If we are directly held liable in this respect by a third party/a data subject within the meaning of the provisions of data protection law in any form whatsoever, the Buyer shall indemnify and hold us completely harmless for any damage caused to us by unlawful data processing by the Buyer or its commissioned data processors pursuant to lit. bb and/or by breaches of duty pursuant to lit. aa.

b) Information on data protection of us is available at <https://cabb-chemicals.com/de/privacy-policy/>.

## 14. Miscellaneous

- a) The Buyer may not assign in whole or in part claims arising out of a contract concluded with us without our express written consent. We are entitled to assign or transfer our payment claims under this contract for the purpose of factoring or securitization of receivables.
- b) If the Buyer or we fail to comply with applicable anti-bribery and anti-corruption laws in connection with the performance of a contract, the other party shall be entitled to terminate this contract and all related contracts with immediate effect.
- c) Any reference by the Buyer to existing business relationships with us for advertising purposes requires our express written consent.
- d) Should a provision of these Terms or of a contract or a provision subsequently incorporated into it be or become invalid, void or unenforceable in whole or in part, or should a gap be found in this contract, this shall not affect the validity of the remaining provisions. In place of the invalid, void or unenforceable provision or to fill the gap, the valid and enforceable provision shall be deemed to have been agreed to what comes closest in legal and economic terms on what the parties intended or would have intended according to the meaning and purpose of this contract if they had considered this point when concluding the contract. If the ineffectiveness or invalidity or unenforceability of a provision is based on a measure or performance or time (deadline or date) specified therein, the legally permissible measure that comes closest to the provision shall be deemed to have been agreed.
- e) Unless any agreement has been made to the contrary, the contract is subject to Swiss substantive law, without giving effect to its rules on conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11-04-1980 is excluded.
- f) The place of performance for our delivery obligations shall be the place from which the delivery is made. **The place of jurisdiction shall be Basel (Basel-Stadt) or, if we so choose, the court in whose jurisdiction the Buyer's headquarters is located.**
- g) The contractual language shall be German. Where interpretation is required, the German text shall solely be authoritative. Any translations into foreign languages shall be for information purposes only.