

## General Sales Conditions

### 1. General provisions

1.1. These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") of RFI Food Ingredients Handelsgesellschaft mbH, Kennedydamm 24, 40476 Düsseldorf (hereinafter referred to as "we"/"us"), apply exclusively to companies within the meaning of Section 14 *BGB* [German Civil Code] i.e. natural persons or legal entities, which, in respect of the purchase of goods or products (hereinafter referred to as "Products") from us, are acting in the performance of their commercial or independent professional activities (hereinafter referred to as "Purchasers").

1.2 References in this GTC to "written form" or "writing" include text form.

1.3 Business relations with Purchasers concerning deliveries as well as related information and advice shall be governed exclusively by our GTC and any individual contractual agreements made with the Purchaser. Differing General Terms and Conditions of the Purchaser, especially General Terms and Conditions of Purchase, shall only apply if and to the extent that we expressly recognise them in writing. Our silence regarding such differing General Terms and Conditions shall not be deemed to be recognition or consent, and this shall also apply to future contracts.

1.4 Where our GTC are implemented in business with the Purchaser, they shall also apply to all further business relations of the same kind between the Purchaser and ourselves, unless otherwise expressly agreed in writing.

1.5 Our GTC shall apply in place of any General Terms and Conditions of the Purchaser, also where, according to such Terms and Conditions, acceptance of an order is deemed to be the unconditional recognition of the General Terms and Conditions or we deliver or perform after the Purchaser has indicated the validity of the Purchaser's General Terms and Conditions, unless we have expressly waived the validity of our GTC in writing.

### 2. Quotation, conclusion of contracts, scope of delivery, provision of services

2.1 Our quotations are subject to change and are not binding. If the Purchaser places a delivery order based on quotations subject to change, a contract shall be concluded, also in day-to-day business, only upon our order confirmation in writing if the Purchaser requests such confirmation. In all other cases, the contract shall be concluded by delivery of the Products. If an order confirmation is provided, this alone shall govern the content of the contract, in particular the scope of delivery and date of delivery.

2.2 Prices and performance data and other declarations or assurances shall be binding for us only if they have been made or confirmed in writing.

2.3 Any documents, drawings, details of weight, samples etc. enclosed with our quotation are only determined approximately. In particular, these or any additional declarations are neither a guarantee nor is hereby a procurement risk assumed unless this is expressly indicated in writing as "guaranteed by law" resp. "assumption of a procurement risk". Any reference to standards and similar technical regulations also shall not indicate a characteristic of our products unless this is expressly indicated as a "characteristic of the product".

2.4 We shall only be obliged to deliver from our own stock (obligation to deliver from stock).

2.5 When our products are natural products, we are entitled to supply deviations in colour, structure, texture, dimension, weight or taste from the contractually agreed Products that are customary in the trade and reasonable for the Purchaser.

2.6 We are entitled to deviations in quantity (excess or short deliveries) to the extent customary in the trade and reasonable for the Purchaser but not more than a 5% deviation from the contractually agreed quantity. On receipt of notice from you that the wrong quantity of Products was delivered, we shall make a pro rata adjustment to the invoice for the Products.

2.7 In the absence of other written agreement, the delivered Products shall comply in their quality with the statutory requirements applicable to the respective Products in Germany. Compliance and compatibility with any laws and official requirements deviating from this applicable at the place of delivery or, if different from this, at the Purchaser's registered office shall not apply, unless this was expressly agreed by the parties in writing. The same shall apply to statutory and official requirements in territories in which

resp. to which the Products are resold resp. delivered by the Purchaser.

2.8 In case the provision of service is part of our quotation, our quotation alone shall govern the content of the contract, in particular the scope of the services and the time of performance. Unless expressly agreed in writing, a specific (economic) outcome is not part of our services. The services also do not include any matters of legal form or admissibility. We warrant that the services shall materially comply with any written specifications agreed upon, however make no other warranty of any kind, express or implied, statutory or otherwise, concerning the services, including, without limitation, the results to be derived from the Services or any purpose intended by the Purchaser. The Purchaser undertakes to support us in our performance of the services free of charge to a reasonable and necessary extent and to create in the Purchaser's operating sphere all the conditions necessary for the proper execution of the services and to provide cooperation. In particular, the Purchaser shall provide in due time all documents and information necessary or significant for the performance of the services. Unless otherwise agreed, we shall notify the Purchaser of the completion of the services. Such notification also lies in the transmission of any agreed result of the services, report, statement etc. The services shall be deemed thereby performed and executed.

### 3. Product samples, samples, customised products

3.1 Characteristics of test versions, sample specimens resp. samples shall only become an integral part of the contract if expressly agreed in writing.

3.2 If agreed, we shall make sample specimens resp. samples of the ordered Products available to the Purchaser. A sample specimen or sample shall serve only as a demonstration piece. The Purchaser shall not have the right to exploit and pass on test versions, sample specimens resp. samples. We shall retain title to our test versions, sample specimens resp. samples, unless a purchase was expressly agreed, and they may not be either exploited or made accessible to third parties without our consent in writing. All copyrights, design rights and utility model rights to test versions, sample specimens resp. samples shall remain with the holders of the rights despite them being provided to the Purchaser.

### 4. Prices

4.1 Prices are euro prices unless otherwise stated and do not include turnover tax or any other applicable tax. This shall be invoiced separately at the respectively valid rate in accordance with respectively applicable tax provisions.

4.2 Unless otherwise agreed in writing, prices are FCA Incoterms 2020.

### 5. Terms of payment, retention, set-off

5.1 Unless otherwise agreed in writing, all payments shall be made free of costs at the latest within 30 days of the invoice date without deduction. Terms of payment shall be deemed met if the amount is at our disposal within the payment deadline.

5.2 In the event of default in payment, default interest shall be charged of 9 percentage points above the respective base interest rate applicable at the date on which the claim for payment becomes due. The right to assert damage beyond this is reserved.

5.3 For deliveries on account and / or the granting of payment periods, a creditworthiness of the Purchaser appropriate to the respective amount of the transaction is a requirement. We reserve the right to check the creditworthiness before concluding a contract. Should the creditworthiness of the Purchaser not be sufficiently available – also during or in the course of the contract period/delivery - we reserve the right to demand advance payment.

5.4 The Purchaser shall have no right to withhold payment if it is not based on the same contractual relationship. Set-off against disputed claims or claims which have not been recognised by declaratory judgment shall be excluded. We shall have the right to avert the exercise of a right to withhold payment/set-off by provision of security or by guarantee.

5.5 We shall have the right to request the Purchaser to provide securities or advance payments to an appropriate extent for our delivery.

5.6 In the case of the first transaction, the Products shall be delivered, unless otherwise agreed, only after advance payment.

### 6. Retention of title

6.1 We shall retain title to the Products (Products subject to retention of title) until all claims against the Purchaser, to which we are entitled from the

current and future business relationship, have been met even if payment has been made for individual Products. Pledging or assigning Products subject to retention of title as security shall not be admissible.

6.2 The retention of title according to clause 6.1 also applies until all balances against the Purchaser and its group companies have been settled.

6.3 The Purchaser hereby already now assigns to us, by way of precaution, the future claims against its customers arising from resale of the Products, without the need for special declarations at a later date, in the event of the admissible resale of the Products subject to retention of title in the ordinary course of business, until payment of all our claims. The assignment shall also cover balance claims resulting from existing current account relationships or from the termination of such relationships of the Purchaser with its customers. If the Products subject to retention of title are resold together with other items, without a unit price being agreed for the Products subject to retention of title, the Purchaser shall assign to us, with priority over the remaining claim, that portion of the total price claimed which corresponds to the value of the Products subject to retention of title invoiced by us. The Purchaser shall be authorised to collect the assigned claims from the resale until this right is revoked by us. The Purchaser shall not, however, have the right to dispose of the assigned claims in another way e.g. by assignment. At our request, the Purchaser shall notify the customer of the above-mentioned assignment to us and shall deliver the documents required to assert our rights against the customer, e.g. invoices, to us and shall provide the necessary information.

6.4 If the Purchaser processes the Products subject to retention of title, transforms them or combines them with other items, they shall be processed, transformed or combined for us and we shall become direct owner of the article produced by processing, transformation or combination (hereinafter the "New Products"). If this is not possible for legal reasons, we and the Purchaser agree that we shall become co-owners of the New Products at all times during processing, transformation or combination. The Purchaser shall keep the New Products for us with the due diligence of prudent commercial judgment. New Products shall be deemed goods subject to retention of title. Where a New Product is processed, transformed or combined with other items that do not belong to us, we shall have co-ownership of the New Product in the amount of the portion resulting from the ratio of the value of the processed, transformed or combined goods subject to retention of title to the value of the New Products. If the New Product is sold, the Purchaser hereby already now assigns to us by way of precaution its claim with all ancillary rights against its customer arising from the sale of the New Products without the need for special declarations at a later date. The assignment shall only apply, however, in the amount which corresponds to the value of the processed, transformed or combined goods subject to retention of title invoiced by us. In case of a partial payment by the customer, the portion of the claim assigned to us shall be paid before the remaining part of the claim that was not assigned.

6.5 If the value of the above-described security exceeds our claims against the Purchaser from the ongoing business relationship in total by more than 20%, we shall be obliged, at the Purchaser's request, to release securities, to which we are entitled, at the Purchaser's option.

#### **7. Delivery, delay, force majeure, delivery subject to own receipt of delivery, storage**

7.1 Specified delivery/service dates and periods are not binding unless otherwise explicitly agreed as "binding" in writing. If delivery/service dates and periods are not bindingly agreed or approximate (ca., about etc.), we shall use our reasonable endeavours to comply with them. Delivery/service periods explicitly agreed as binding in writing shall commence upon receipt of the order confirmation by the Purchaser but not before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the Purchaser are met. This shall accordingly apply to delivery/service dates, meaning that delivery dates are not due and we are not in default until all requirements to be fulfilled by the Purchaser are met. Deliveries/services shall be admissible before expiry of the delivery/service period or delivery/service date.

7.2 If the Purchaser incurs damage due to our delay, it shall be entitled to claim compensation of damages it suffers for the delay to the exclusion of any further claims. This compensation of damages shall be limited to 0.5% of the net price of the delayed Products/services for each full week of delay, but in total to a maximum of 5% of the net price of that part of the total delivery/services which cannot be used on time or in accordance with the contract as a result of the delay. Any further compensation on our part due to the damage caused by the delay is excluded. This shall not apply in the

case of fraudulent or intentional conduct on our part or injury to life, limb or health or liability according to the Produkthaftungsgesetz [German Product Liability Act] and in the case of delay in the case of an expressly agreed fixed delivery date in the legal sense.

7.3 If we do not receive deliveries or services from our sub-contractors or suppliers for us to provide deliveries or services which are due from us under the contract, despite due and sufficient stocking in terms of quantity and quality under our delivery or service agreement with the Purchaser, for reasons for which we are not responsible, or such deliveries or services are incorrect or not in due time, or events of force majeure occur of significant duration, we shall notify the Purchaser in writing in due time. In such case, we shall have the right to postpone the delivery for the duration of the obstruction or to rescind the contract in whole or in part for that part of the contract not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk. Events of force majeure include, but are not limited to, strikes, lockouts, official intervention, epidemics and pandemics, energy shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions through no fault of our own, e.g. due to fire and water damage, and damage to machinery, and any other obstructions which, when considered objectively, were not culpably caused by us. A force majeure event that affects our suppliers, contractors, sub-suppliers or sub-contractors shall be deemed to be a force majeure event affecting us.

7.4 If a delivery and/or service date or delivery and/or service period is explicitly agreed with binding force and the agreed delivery or service date or the agreed delivery and/or service period is exceeded due to events according to paragraph 7.3 above, the Purchaser shall have the right, after a reasonable extension of time has elapsed without remedy, to rescind the contract for that part of the contract not yet fulfilled. The Purchaser shall have no further claims, in particular claims for damages, in this case, provided we have met our foregoing duty to provide information. The above provisions pursuant to this paragraph 7.4, sentence 1 and 2, shall apply accordingly if the Purchaser cannot be objectively expected to adhere to the contract further for the reasons stated in paragraph 7.3, also if no fixed delivery and/or service date has been contractually agreed.

7.5 If shipment is delayed at the Purchaser's request or for reasons, for which the Purchaser is responsible, we shall have the right to store the Products, beginning (i) at the originally agreed delivery date in case the Purchaser wishes a later delivery and has agreed upon a later delivery with us or (ii) upon expiry of a reasonable period set in writing in the notice that the Products are ready for shipment, at the Purchaser's risk of loss and deterioration of the Products, and to invoice the costs incurred for this at 0.5% of the net invoice amount of the stored Products for each full week or part thereof (up to a maximum amount totalling 10% of the net invoice amount of the stored Products). The stored Products shall only be insured at the Purchaser's specific request. This shall not affect the assertion of further rights. The Purchaser shall have the right to prove that no costs or considerably lower costs were incurred. After a period of 20 weeks has lapsed, we are in our sole discretion entitled to sell the Products to third parties or have the Products fully paid by the Purchaser.

#### **8. Passing of risk**

8.1 Unless otherwise agreed, the risk of accidental loss or accidental deterioration of the Products shall pass to the Purchaser upon delivery in accordance with the agreed Incoterm. This shall also apply if partial deliveries are made or we have taken over other voluntary services (e.g. shipment or installation).

8.2 If shipment is delayed due to circumstances for which the Purchaser is responsible or the shipment is sent at the Purchaser's request at a date which is later than the agreed delivery date, the risk shall pass to the Purchaser beginning (i) at the originally agreed delivery date in case the Purchaser wishes a later delivery and has agreed upon a later delivery with us or (ii) upon expiry of a reasonable period set in writing in the notice that the Products are ready for shipment. We shall be obliged at the Purchaser's request and expense to take out the insurances requested by the Purchaser.

8.3 Deliveries shall not be insured against theft, breakage, transport and fire damage without specific request by the Purchaser or unless required otherwise e.g. by the agreed Incoterm. If the Purchaser requests the conclusion of an insurance policy, this shall be concluded at the Purchaser's expense. The Purchaser shall provide any cooperation required.

## **9. Claims for defects**

9.1 The Purchaser shall inspect and test the Products in accordance with its obligations in Sections 377 et seq. HGB German Commercial Code immediately upon receipt insofar as this is practicable in the ordinary course of business and, if a defect is found, shall notify us immediately in writing. Defects shall be documented pictorially, if possible, and transmitted to us. Negotiations on any notices of defects shall not constitute our waiver of the objection that the notice was not in due time, unfounded in fact or otherwise insufficient.

9.2 If the Purchaser fails to provide this notice, the Products shall be deemed accepted unless it is a defect which could not be detected in the course of a normal inspection/testing. Sections 377 et seq. HGB [German Commercial Code] shall furthermore apply.

9.3 Obvious damages sustained during transport or other defects identifiable already at the time of delivery must also be confirmed by the deliverer's signature on the respective transport document when delivery is accepted. The Purchaser shall ensure that a corresponding confirmation is provided.

9.4 Supplementary performance shall be provided at our option by remedying the defect or supplying an article free of defects. If supplementary performance fails, the Purchaser shall have the right at its option to make a reduction or rescind the contract, in whole or in part. This shall not affect the right of Purchaser to claim damages according to paragraph 10 of these GTC.

9.5 Place of supplementary performance is the place to which we have delivered the Products as agreed. If the costs of supplementary performance increase due to the fact that the Purchaser has transported the Products to a place other than the place of our delivery, the costs incurred as a result shall be borne by the Purchaser.

9.6 Claims for defects shall become statute-barred within one year after the risk passes pursuant to paragraph 8 of these GTC. This shall not apply if we are culpable of fraudulent intent, intent or gross negligence and in the cases pursuant to paragraph 10.2 (a) - (e) below. The periods of limitation arising from Sections 438 (1) No 2, 445b (1) and 634a (1) No 2 BGB shall remain unaffected.

9.7 Our warranty and liability arising therefrom shall be excluded if defects and damages connected therewith cannot be proved to be due to defective Products or instructions on use. In particular, warranty and liability arising therefrom shall be excluded with respect to the consequences of incorrect use, excessive use or inappropriate storage conditions, for example the consequences of temperature, chemical, electromagnetic, mechanical or electrolytic influences that do not correspond to the agreed or envisaged, average standard influences. This shall not apply in the case of fraudulent or intentional conduct on our part or injury to life, limb or health or liability according to the Produkthaftungsgesetz [German Product Liability Act].

9.8 Unless agreed otherwise in writing, the Purchaser alone is responsible for ensuring that the Products are fit for the purpose(s) and for the applications for which the Purchaser intends to use them and are of adequate quality in relation to such use (whether in, or in conjunction with other products, or on their own). The Purchaser shall also ensure that the Products (and his processing, use or sale of them or goods incorporating or made from them) comply with all applicable laws and regulations in the territories in which the Purchaser processes, uses or sells the Products or goods incorporating or made from them.

## **10. Liability**

10.1 We shall not be liable, in particular not for claims by the Purchaser for damages or reimbursement of expenses, for whatever legal reason, and/or in the case of breach of duty from the obligation and tort.

10.2 The above exclusion of liability shall not apply

- (a) in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- (b) in the case of violation of material contractual obligations; material contractual obligations are obligations, the fulfilment of which defines the contract, and on which the Purchaser may rely;
- (c) in the event of injury to life, limb and health, also caused by legal representatives or vicarious agents;
- (d) where we have assumed a guarantee for the quality of the Products or the existence of an outcome of performance or a procurement risk;

- (e) in the case of liability under the *Produkthaftungsgesetz* or other mandatory statutory liability.

10.3 If we or our vicarious agents are responsible only for slight negligence and none of the cases specified in paragraph 10.2 (a), (c), (d) and (e) above exist, our liability shall be limited in amount, also in the case of violation of material contractual obligations, to the damages which were foreseeable and typical for the contract at the time the contract was concluded.

10.4 Our liability is limited in amount for each individual event of damage to a maximum liability coverage of EUR 3,000,000.00. This shall not apply in the case of fraudulent or intentional conduct on our part or injury to life, limb or health or liability according to the Produkthaftungsgesetz [German Product Liability Act]. an expressly assumed guarantee or assumption of a procurement risk pursuant to Section 276 BGB or in cases of different higher liability coverage mandatory by law.

10.5 Any further liability shall be excluded.

10.6 Exclusion resp. limitation of liability according to paragraph 10.1 to 10.5 above and paragraph 10.7 shall apply to the same extent for the benefit of our executive and non-executive employees and other vicarious agents as well as our sub-contractors and suppliers.

10.7 If the Purchaser is entitled to damage claims according to this paragraph 10, these shall become statute-barred upon expiry of the period of limitation applicable to the warranty claims for defects pursuant to paragraph 9.6 of these GTC. Paragraph 10.2 of these GTC shall apply accordingly. The periods of limitation arising from Sections 438 (1) No 2, 445b (1) and 634a (1) No 2 BGB shall remain unaffected.

10.8 There is no connection between the reversal of the burden of proof and the foregoing provisions.

## **11. Confidentiality**

11.1 The Purchaser undertakes to keep confidential all facts, documents and (product) knowledge, of which the Purchaser becomes aware in the course of performing the contractual relationship with us, and which contain technical, financial, business or market-related information about our company or the Products or of or about our suppliers, if we have specified that the respective information must be kept confidential or there is an obvious interest in its confidentiality (hereinafter referred to as "Confidential Information"). The Purchaser shall use the Confidential Information solely for the purpose of implementing and performing the contractual relationship with ourselves in accordance with the contract and shall not disclose it to third parties. This obligation of the Purchaser shall commence upon receipt of Confidential Information for the first time.

11.2 The Purchaser shall oblige its personnel, who process or have access to the Confidential Information, to maintain confidentiality in the same way. Disclosure of Confidential Information to third parties by the Purchaser shall require our express and prior consent in writing.

11.3 The foregoing obligation to maintain confidentiality shall not exist if it is proved that the respective Confidential Information:

- (a) is state of the art in the public domain or this information becomes state of the art without any action by the Purchaser; or
- (b) was already known to the Purchaser or is disclosed by a third party authorised to disclose it; or
- (c) is developed by the Purchaser without any action by ourselves and without exploitation of other information or knowledge acquired through the contractual contact; or
- (d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.

## **12. Export control / Product approval / Import regulations**

12.1 In the absence of any contractual agreements to the contrary with the Purchaser, the delivered Products are intended and suitable for placement on the market for the first time within the Federal Republic of Germany.

12.2 The export or use of certain goods by the Purchaser from the Federal Republic of Germany may be subject to authorisation e.g. because of their nature or intended purpose or final destination. The Purchaser itself shall be obliged to check this and to comply strictly with the relevant export regulations and embargos for these goods, especially of the European Union (EU), Germany resp. other EU Member States and the UK and, if applicable, the USA or Asian or Arab countries and all third countries involved.



12.3 Products supplied by us may only be exported if the above-mentioned checks and assurances have been carried out resp. provided by the Purchaser; otherwise the Purchaser must refrain from carrying out the intended export and we shall not be obliged to perform.

12.4 Where Products supplied by us are passed on to third parties, the Purchaser undertakes to oblige such third parties in the same way as specified in paragraph 12.1-12.3, and to notify them of the need to comply with these legal provisions.

12.5 The Purchaser shall at its own expense ensure, where delivery outside the Federal Republic of Germany is agreed, that the Products to be supplied by us comply with all national import regulations of the country, unless we have expressly assumed this obligation.

12.6 The Purchaser shall indemnify us against all damages and expenses resulting from the culpable breach of the foregoing obligations pursuant to paragraph 12.1-12.5.

### **13. Product liability and product recall**

13.1 The Purchaser shall inform us immediately of defects in the Products, of which the Purchaser becomes aware, complaints from customers, authorities or in general from the market as well as risks when using our Products. For the avoidance of doubt, it is noted that the Purchaser is also obliged in this respect to give notification of defects immediately as per paragraph 9.1 and 9.2. In the event of a product recall becoming necessary or other market correction measures required as a result thereof, the Purchaser must support us appropriately and follow the measures ordered by us as far as reasonable. The Purchaser must in particular cease use and distribution of the Products concerned as well as products and goods including the Products or that were produced using the Products, inform customers known to the Purchaser as specified by us and return to us all products of the recalled type which are located at the Purchaser.

13.2 If any third-party claims asserted directly against us arising from product or producer's liability are causally attributable to the fact that the Purchaser has altered the Products supplied, especially their quality, has not properly stored or misused the Products, processed them and/or removed or altered warning notices on them (hereinafter referred to collectively as "Product Changes"), or has damaged the Product itself or whilst in his possession, the Purchaser shall indemnify us in full against such claims, including attorneys' fees and/or court fees necessarily incurred by us in the course thereof, unless the Purchaser is not responsible for the Product Changes causing the claims. This shall apply accordingly if claims by authorities are asserted against us, for which the Product Changes are the cause. If indemnification is ruled out due to the nature of the claim, the Purchaser must reimburse us for all costs, damages etc. incurred by the third-party claim or the official measure. In the event of Product Changes, the Purchaser's claims against us under warranty for reimbursement of costs related to recall or product warning or other damages resulting from the Product Change shall be excluded, unless we have caused the corresponding damages intentionally or through gross negligence.

13.3 The Purchaser shall have a claim for reimbursement of costs, damages etc., which are incurred by the Purchaser in the course of market correction measures ordered by authorities, only in accordance with paragraph 9 and 10 of these GTC.

### **14 IP and Intellectual Property**

14.1 All intellectual property rights, copyright, trade secrets and other proprietary rights and know-how in and to the Products and/or services, samples and marketing materials and all technical, business or similar information (including all recipes, designs, documents and other materials relating to the Products and marketing materials) are and shall remain our exclusive property.

14.2 If any Products are manufactured in accordance with any drawings, models, samples, specifications or otherwise of the Purchaser, the Purchaser shall be liable to us for ensuring that they are free from third party rights and may be used for the manufacture of the Products. In this respect, the Purchaser shall indemnify and hold us harmless against all claims, costs and damages of third parties, insofar as these are based on a breach of the Purchaser's obligations referred to in the first sentence of this paragraph 14.2.

### **15 Compliance**

We have made compliance a core corporate value. We therefore expect

the Purchaser to observe the applicable national and international legal provisions in the course of its business activities for and with us. This applies in particular to legal requirements for labour and employee protection, compliance with human rights, the prohibition of child labour, the punishability of corruption and the granting of advantages of any kind as well as environmental protection, etc.

### **16. Data protection**

In respect of the Purchaser's personal data, we shall observe the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR). Personal data of the Purchaser shall be collected, stored, processed and used by us if, insofar as and as long as this is necessary to establish, perform or terminate the contract with the Purchaser. Further collection, storage, processing and use of the Purchaser's personal data shall take place only if legislation requires or permits this or the Purchaser has consented to this. The Purchaser is aware that the collection, processing and use of the contact data of the Purchaser's contact persons (name, e-mail addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the Purchaser. We have the right in particular to transfer the data to third parties if and insofar as this is necessary to take measures prior to entering into a contract and to fulfil the contract (e.g. for delivery, invoicing or customer service) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR. Furthermore, we shall forward such data to third parties (e.g. debt collection agencies) as appropriate also for the purpose of enforcing claims in accordance with Art. 6 (1) b) and/or f) GDPR.

### **17. Final provisions**

17.1 Contracts concluded with us may only be transferred to third parties with our consent in writing. The same applies to the claims arising from contracts concluded with us.

17.2 Amendments to and modifications of these GTC shall only be valid when given in writing. This shall also apply to this requirement of written form itself. This shall not affect the precedence of an individual agreement pursuant to 305b BGB.

17.3 Place of performance for payments is – in case not agreed otherwise in writing or by the agreed Incoterm – Düsseldorf, Federal Republic of Germany.

17.4 The exclusive place of jurisdiction for all disputes between the Purchaser and us arising from and in connection with this GTC is, at our choice, either the ordinary court (local or regional court) with jurisdiction for Düsseldorf/Federal Republic of Germany or an arbitration court in accordance with the following provisions. In the event of a passive lawsuit, i.e. an assertion of claims by the Purchaser against us, we are obliged to inform the Purchaser of the choice of the competent court (ordinary jurisdiction or arbitration court) in writing at first request at any time, but in any case, before the Purchaser takes legal action. In the event of the choice of arbitration, disputes shall be finally settled in accordance with the Rules of Arbitration of the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit (DIS)). The arbitral tribunal shall consist of three arbitrators, one arbitrator being nominated by each party and the two arbitrators nominated by the parties then jointly appointing an arbitrator as the third arbitrator. An award rendered may, at the request of either party, be declared enforceable by the competent state court. There shall be no right of appeal against the award of the arbitral tribunal. The award shall also contain a decision on the costs of the proceedings including the remuneration of the arbitrators. The place and venue of arbitration shall be Düsseldorf, Federal Republic of Germany. The arbitration proceedings shall be conducted in the German language.

17.5 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Sales Convention (CISG).