

General Terms and Conditions of Sale for the Business Unit Cathodic Corrosion Protection (Status: May 2023)

I. General; scope of application

1. Our deliveries and services are exclusively subject to the following General Terms and Conditions of Sale. Furthermore, our enclosed Data Protection Declaration applies. These General Terms and Conditions of Sale and the Data Protection Declaration shall also apply to all future transactions between the contracting parties, without the need to refer to our General Terms and Conditions of Sale and the Data Protection Declaration again. They shall also apply if we do not expressly refer to them in subsequent contracts, in particular also if we provide deliveries or services to the buyer without reservation in the knowledge that the buyer's terms and conditions are contrary to or deviate from our General Terms and Conditions of Sale. Conflicting or deviating terms and conditions of business of the buyer or terms and conditions of the buyer that go beyond these General Terms and Conditions of Sale shall not become part of the contract unless we have expressly agreed to their validity in writing.

2. Changes and additions to our General Terms and Conditions of Sale will be communicated to the buyer in advance in writing or by email. A change or addition shall be deemed to have been approved if the buyer does not object in text form within one month of the date of notification. This will be pointed out to the buyer separately in the notification of the change or addition.

3. The General Terms and Conditions of Sale shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.

II. Offers and conclusion of contract; definition of service contents

1. Our offers to the buyer are non-binding. The order of the buyer is considered a binding offer. Acceptance of this offer shall be made at our discretion within four weeks by sending an order confirmation or by unconditional provision of the ordered deliveries or services.

2. We reserve all property rights and copyrights to cost estimates, drawings and other documents; they may not be made accessible to third parties. Without our prior consent, the buyer shall not be entitled to make available to third parties plans, drawings and other documents or information designated by us as confidential, unless they are obliged to disclose or hand them over in accordance with mandatory statutory provisions.

3. The documents belonging to the offer, such as illustrations, drawings, weights and measurements, performance and consumption data as well as the technical data and descriptions in the respective product information or advertising materials shall be non-binding. They do not represent any agreed qualities and neither quality nor durability guarantees of the items to be delivered by us.

4. Insofar as we make suggestions for equipping or statements about the properties or usability of our products, these shall only apply in each case insofar as the information provided by the buyer enables us to make a conclusive assessment of the circumstances existing at the buyer's premises, in particular with regard to the technical design of the container, the installation and the other conditions of use. Suggestions for equipment and specification of properties presuppose the correct installation of our products by the buyer or their agent, as well as operation under permissible conditions (compliance with DIN 4753 Parts 3 and 6 and DIN 50927; water quality in accordance with the Ordinance on the Quality of Water for Human Use – Drinking Water Ordinance – in the version applicable at the time of conclusion of the contract).

5. In the case of sales based on samples, these merely guarantee professional trial conformity, but do not constitute the assumption of a guarantee within the meaning of Section 276 (1) of the German Civil Code or a guarantee for the quality or durability of the products to be supplied by us within the meaning of Section 443 of the German Civil Code.

III. Prices, terms of payment, default of payment

1. The prices agreed upon conclusion of the respective contract, in particular those stated in the order form or the order confirmation, shall apply. If a price is not expressly determined, the prices valid at the time of the conclusion of the contract according to our price list shall apply. In addition to these prices, the sales tax applicable on the day of delivery in the respective statutory amount as well as the costs for the packaging necessary for proper dispatch, as well as the transport costs ex our works or ex our warehouses, the cartage costs and – if agreed – the costs of transport insurance shall be added. In the case of international shipments, other country-specific taxes may be added.

2. Insofar as we do not contractually agree a deviating regulation with the buyer, the following shall apply with regard to a possible adjustment of the prices: We shall reserve the right to adjust our prices appropriately if cost changes occur after the conclusion of the contract, in particular due to collective agreements, price increases of upstream suppliers or exchange rate fluctuations. This shall apply in particular if, after the conclusion of the contract, new taxes, fees, customs duties or other government-imposed levies are payable on products purchased from us (in particular for their production and/or their import or export). We shall only be permitted to increase the price if there has actually been an increase in the total costs, taking into account all the relevant cost elements. An overall cost increase entitling us to a price increase shall not apply if and to the extent that a cost increase that has occurred in a certain cost area is offset by cost reductions that may have occurred in other areas. If the total costs increase, the price adjustment permitted to us shall be limited in amount by the proportion by which the costs have increased in the overall assessment to be carried out in accordance with Section III.2. sentence 5. Upon request, we shall at any time– even in the run-up to the conclusion of the contract – specify to the buyer the relevant cost elements in each case and present their price-determining weighting in detail. At the same time as the notification of the price adjustment intended by us in each case, we shall inform the buyer of the reasons for the price adjustment, in accordance with Section III.2. sentence 7.

3. The buyer shall only be entitled to rights of set-off and retention if his counterclaim has been legally established, is not disputed or acknowledged by us, or if it is in a reciprocal relationship with our claim within the meaning of § 320 German Civil Code.

4. Bills of exchange shall only be accepted by prior agreement and only for the sake of payment and subject to the possibility of discounting, provided that collection and discount charges are borne by the buyer.

5. If the buyer defaults on a payment or if, after conclusion of the contract, a significant deterioration in the buyer's financial circumstances occurs, which puts payment at risk, or if such a significant deterioration in the buyer's financial circumstances is expected to occur, we shall be entitled to declare the buyer's entire residual debt due and payable and to demand advance payments or the provision of security in amendment of the agreements made or, after delivery has been made, immediate payment of all our claims based on the same legal relationship. This shall apply in particular if the buyer ceases to make payments, if the buyer's checks are not honored, if bills of exchange issued by the buyer are not paid, if insolvency proceedings have been opened against the buyer's assets or if an application for the opening of insolvency proceedings has been filed but the insolvency proceedings have not been opened due to lack of assets.

IV. Time of delivery and performance, delay in performance

1. Agreed delivery periods shall only be approximate unless a fixed date transaction within the meaning of § 323 para. 2 no. 2 German Civil Code has been expressly agreed in writing. If agreed delivery periods are nevertheless exceeded due to circumstances for which we are responsible, the buyer may withdraw from the contract after the expiry of a reasonable period of grace set by them. The withdrawal must be made in writing.

2. We shall only be in default after the expiry of a reasonable period of grace set by the buyer. In the event of force majeure and other unforeseeable, extraordinary circumstances for which we are not responsible, e.g. operational disruptions due to fire, water and similar circumstances, breakdown of production facilities and machinery, delivery deadlines are exceeded or if our suppliers fail to deliver as well as operational disruptions due to a shortage of raw materials, energy or labor, strike, lockout, difficulties in procuring means of transport, traffic disruptions, official interventions, we shall be entitled – insofar as we are prevented through no fault of our own from fulfilling our performance obligations in good time due to the aforementioned circumstances – to postpone the delivery or performance for the duration of the hindrance in addition to a reasonable start-up period. If delivery or performance is delayed by more than one month as a result, both we and the buyer shall be entitled to withdraw from the contract with regard to the quantity affected by the disruption in delivery, to the exclusion of any claims for damages.

3. In any case of default, our liability for damages shall be limited in accordance with the provisions of Section VIII.

4. If an order is placed on call, we shall be entitled to withdraw from the contract if the call does not take place within one year, calculated from the date of dispatch of our letter of confirmation. Instead, we may demand the agreed price after expiry of the period; in this case, the buyer may demand delivery within one year; thereafter, their claim to delivery shall expire.

5. We shall be entitled to make partial deliveries and to render partial services within the agreed delivery and performance times if this is reasonable for the buyer.

6. Compliance with our delivery and performance obligations presupposes the timely and proper fulfillment of the buyer's obligations; in particular, call-offs and specifications are to be made in sufficient time that proper manufacture and delivery is possible within the contractual period. We shall reserve the right to plead non-performance of the contract.

V. Transfer of risk, transport and packaging costs

1. Unless otherwise agreed, delivery shall be made ex our works in Bottrop and be collected there by the buyer at their own risk and expense. In this case, the risk of accidental loss and accidental deterioration of the contractual delivery items, after they have been made available for collection, shall pass to the buyer upon receipt by the buyer of the notification that they have been made available. In all other respects, the risk of accidental loss and accidental deterioration of the delivery items shall pass to the buyer upon handover to the carrier. The risk of accidental loss and accidental deterioration of the delivery items shall be borne by the buyer even if carriage paid deliveries have been agreed or if we carry transport insurance for the recipient, except for when delivery is made by means of our own vehicles or transport.

2. If the buyer is in default of acceptance or in default with the fulfillment of a duty to cooperate in accordance with Section IV. 6, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the buyer at the point in time at which the buyer is in default of acceptance or in debtor's delay.

3. The choice of the dispatch route shall be made by us if no special written agreements have been made in this respect.

4. Packaging requested by the buyer or deemed necessary by us will be charged to the buyer.

VI. Retention of title

1. The delivered items shall remain our property until full payment of the purchase price as shall all other present or future claims to which we are entitled against the buyer under the business relationship. The inclusion of the purchase price claim against the buyer in a current account and the recognition of a balance shall not affect the retention of title.

2. The buyer shall be obliged to treat the delivery items with care; in particular, they shall be obliged to insure them adequately at replacement value at their own expense against loss and damage and destruction, e.g. against damage by fire, water and theft. The buyer shall hereby assign their claims from the insurance contracts to us. We accept this assignment.

3. The buyer may neither pledge our reserved goods nor use them as collateral. However, they shall be entitled to resell the delivered items in the normal course of business in accordance with the following provisions. The aforementioned entitlement shall not apply insofar as the buyer has assigned or pledged the claim against their contractual partner arising from the resale of the items – in each case effectively – to a third party in advance or has agreed a prohibition of assignment with them.

4. The buyer shall hereby assign to us as security for the fulfillment of all our obligations set out in Section VI. 1, – including future and conditional claims – arising from a resale of the items delivered by us, including all ancillary rights, in the amount of the value of the delivered items with priority over the remaining part of their claims. We hereby accept this assignment.

5. As long as and insofar as the buyer meets their payment obligations towards us, they shall be authorized to collect the claims assigned to us against their customers within the framework of proper business management. However, they shall not be entitled to agree a current account relationship or a prohibition of assignment with their customers with regard to these claims, or to assign or pledge them to third parties. If, contrary to sentence 2, a current account relationship exists between the buyer and the buyers of our reserved goods, the claim assigned in advance shall also relate to the acknowledged balance and also to the existing balance at that time, in the event of the buyer's insolvency.

6. At our request, the buyer must itemize the claims assigned to us and inform their debtors of the assignment with the request to pay us up to the amount of our claims against the buyer. We shall be entitled, after giving appropriate warning to the buyer, to notify the buyer's debtors of the assignment ourselves at any time and to collect the claims. However, we will not make use of these powers as long as the buyer duly and without delay meets their payment obligations, an application for the opening of insolvency proceedings against the buyer's assets has not been filed, and the buyer does not suspend their payments. If, on the other hand, one of the aforementioned cases occurs, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for the collection of the claim and hands over the relevant documents.

7. In the event of seizures or other interventions by third parties, the buyer must inform us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO).

8. If the items delivered by us under retention of title are combined with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the items delivered by us (final invoice amount, including sales tax) to the other combined items at the time of the combining took place. If the mixing takes place in such a way that the buyer's item is to be regarded as the main item, it shall be deemed agreed that the buyer shall transfer proportionate co-ownership to us. The buyer shall keep the resulting sole ownership or co-ownership for us. The buyer shall be entitled to resell the newly created products in the normal course of business as long as they meet their obligations from the business relationship with us on time. However, the buyer shall under no circumstances be authorized to resell or otherwise exploit, under agreement of a prohibition assignment with their customers, or to pledge or transfer security of these new products. The buyer shall hereby assign to us, by way of security, their claims arising from the sale of these new products in which we are entitled to property rights to the extent of our share of ownership in the goods sold. If the buyer combines the delivered items with a main item of a third party, they shall hereby cede to us their claims against the third party up to the value of our products. We hereby accept these assignments. To secure our claims, the buyer shall also assign to us the claims that accrue against a third party through the combining of our products with real property, up to the amount of the value of our products.

9. We undertake to release the securities, to which we are entitled, at the request of the buyer, to the extent that the realizable value of our securities exceeds our claims to be secured against the buyer by more than 10%; we shall be responsible for selecting the securities to be released.

VII. Rights of the buyer in case of defects

1. The rights of the buyer, in the event of defects, presuppose that the buyer has duly fulfilled their statutory obligations to inspect the goods and give notice of defects.

2. Insofar as there is a defect in the items delivered by us, we are only obliged, at our discretion, to remedy the defect or to deliver non-defective goods (supplementary performance) and, if the respective legal requirements are met, to fulfill the buyer's claims under § 439 (2) and (3) and § 475 (4) and (6) of the German Civil Code. If we are not willing or able to provide supplementary performance, in particular if this is delayed beyond a reasonable period for reasons for which we are responsible, or if supplementary performance fails in any other way, the buyer shall be entitled, at his discretion, to withdraw from the contract or to demand a reduction in the purchase price. A rectification of defects shall be deemed to have failed after the third attempt, unless the nature of the item or other circumstances indicate otherwise.

3. A defect in the products delivered by us shall not apply insofar as it is not due to insufficient corrosion protection or a malfunctioning

- to insufficient equipment for which we are not responsible;
- to water quality that does not comply with the Drinking Water Ordinance;
- to improper installation, in particular installation not in accordance with the instructions enclosed with the respective product, improper modifications or repair work carried out by the buyer or third parties;

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- to improper use of our products, in particular use that does not comply with the instructions for use, or
- to the poor condition of the container.

4. The buyer's right of recourse against us pursuant to §§ 445a, 478 BGB (Recourse of the Entrepreneur) shall only exist insofar as the buyer has not entered into any agreements with their customer that go beyond the statutory claims for defects. If only entrepreneurs are involved in the supply chain including the last sales contract, the application of paras. 1 and 2 of § 445a BGB shall be excluded.

5. In all other respects, the provisions of Sections VIII and IX shall apply to claims for damages. Additional or any other claims of the buyer against us and our vicarious agents due to a material defect except for those regulated in this Section VII. in conjunction with Section VIII., shall be excluded.

VIII. Liability

1. Liability on the part of our company for damage or futile expenditure— irrespective of the legal basis – shall only arise if the damage or the futile expenditure

a) has been caused by us or one of our vicarious agents through culpable breach of an essential contractual obligation or

b) are due to gross negligence or intent on our part or on the part of one of our vicarious agents.

Material contractual obligation within the meaning of Section VIII. 1. a) shall be any contractual obligation whose fulfillment enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and may rely. Notwithstanding Section VIII. 1. a) we shall only be liable for damages or futile expenses which were caused by consultation and/or information, not to be remunerated separately, in the event of intentional or grossly negligent breach of duty, insofar as this breach of duty does not constitute a material defect in accordance with § 434 of the German Civil Code of the goods delivered by us.

2. If we are liable pursuant to Section VIII. 1. a) for the violation of an essential contractual obligation, without gross negligence or intent, our liability for damages shall be limited to any foreseeable, typically occurring damage. In this case, we shall not be liable in particular for loss of profit of the buyer and unforeseeable indirect consequential damage.

3. The provisions set forth in Section VIII. 1. and 2. shall not apply insofar as our liability is mandatory due to the provisions of the Product Liability Act. The aforementioned liability limitations set forth in Section VIII. 1. and 2 furthermore shall not apply if claims are asserted against us on the basis of injury to life, limb or health. If the goods delivered by us lack a guaranteed quality, we shall only be liable for those damages whose absence was the subject of the guarantee.

4. Any further liability for damages other than that specified in VIII. 1. to 3. shall be excluded, irrespective of the legal nature of the asserted claim.

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This shall apply in particular to claims for damages arising from positive breach of contract in accordance with § 280 German Civil Code or claims arising from tort. Claims arising from culpa in contrahendo according to §§ 311 para. 2, 280 German Civil Code shall not exist.

5. Insofar as liability for damages towards us is excluded or is limited, in accordance with Section VIII. 1. to 4., this shall also apply with regard to the personal liability for damages of our salaried employees, workers, representatives and vicarious agents.

6. In the event of a resale of the products supplied by us, the Buyer undertakes to fully comply with the respective applicable legal export provisions and to require its affiliated companies to comply with such provisions. The Buyer hereby confirms that it will not sell, ship, export or divert, directly or indirectly through third parties or otherwise, the products supplied by us unless this is lawful under the applicable export regulations. In particular, Buyer will not sell or supply the Products delivered by us to any person or entity included on any sanctions list published under or in connection with the applicable export regulations. Buyer shall indemnify and hold us harmless from any and all claims, fines and penalties asserted against us as a result of Buyer's violation of the applicable export regulations.

IX. Limitation of claims

1. Claims of the buyer due to defects in items delivered by us or due to services rendered by us in breach of duty –including claims for damages and claims for reimbursement of futile expenses – shall become statute-barred within one year from the statutory commencement of the limitation period, unless otherwise provided for in the following Sections IX. 2. to IX. 4.

2. If the buyer or another buyer in the supply chain has satisfied claims of their buyer due to defects in newly manufactured goods delivered by us and if the last transaction in the supply chain is a purchase of consumer goods, the statute of limitations for claims of the buyer against us under Sections 437, 445a (1) of the German Civil Code shall come into effect at the earliest two months after the point in time at which the buyer (our customer) or the other buyer in the supply chain has satisfied the claims of the consumer as an entrepreneur, unless the buyer could have successfully invoked the defense of the statute of limitations against their customer/contractual partner. The statute of limitations for the buyer's claims against us for defective items delivered by us shall in any case come into effect insofar as the claims of the buyer's customer/contractual partner against the buyer for defects in the items delivered by us to the buyer have become statute-barred, but no later than five years after the time at which we delivered the respective goods to our buyer.

3. In the case of newly manufactured items delivered by us which have been used for a building, in accordance with their customary manner of use and have caused its defectiveness, the buyer's claims shall become statute-barred within five years from the statute of limitations' coming into effect. In deviation from sentence 1, a limitation period of two years shall apply insofar as the buyer has used the item delivered by us for the fulfillment of contracts in which German Construction Contract Procedures Part B has been included in its entirety. The limitation period pursuant to the above sentence 2 shall come into effect at the earliest two months after the time at which the buyer has fulfilled the claims arising from the defectiveness of the building caused by the item delivered by us

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vis-à-vis their contractual partner, unless the buyer could have successfully invoked the defense of the statute of limitation vis-à-vis their customer/contractual partner. The statute of limitations for the buyer's claims against us for defective items delivered by us shall in any case come into effect as soon as the claims of our buyer's customer/contractual partner against our buyer for defects in the items delivered by us to our buyer have become statute-barred, but no later than five years after the time at which we delivered the respective item to our buyer.

4. If we have, in breach of duty, provided consultation and/or information which is not to be remunerated separately, without having supplied products in connection with the information or consultation and without the consultation or information in breach of duty constituting a material defect, in accordance with § 434 of the German Civil Code of the products supplied by us, claims against us based thereon shall become statute-barred within one year from the statute of limitations' coming into effect.

Claims of the buyer against us arising from the breach of contractual, pre-contractual or statutory obligations, which do not constitute a material defect according to § 434 of the German Civil Code of the items to be delivered or delivered by us, shall also become statute-barred within one year from the statute of limitations' coming into effect. Insofar as the aforementioned breaches of duty constitute a material defect pursuant to § 434 of the German Civil Code in the items supplied by us in connection with the consultation or information, the statute of limitations for claims based thereon shall be governed by the provisions set forth in Section IX. 1. to IX. 3. and IX. 5.

5. The provisions set out in Section IX. 1. to 4. shall not apply to the limitation of claims due to injury to life, limb or health, nor to the limitation of claims under the Product Liability Act and due to defects in title of the items delivered by us, which consist in a right in rem of a third party, on the basis of which the surrender of the items delivered by us can be demanded. Furthermore, they shall not apply to the limitation of claims of the buyer which are based on the fact that we fraudulently concealed defects in items delivered by us or that we intentionally or recklessly violated an obligation. In the cases referred to in this Section IX. 5. the statutory limitation periods shall apply to the limitation of these claims.

X. Final provisions

1. The place of performance and exclusive place of jurisdiction for all claims between us and merchants or legal entities under public law or special funds under public law shall be Bottrop, insofar as this does not conflict with mandatory statutory provisions. However, we shall have the right to bring an action against a buyer also at the buyer's legal place of jurisdiction.

2. The legal relationship between us and the buyer or between us and third parties shall be governed exclusively by the law of the Federal Republic of Germany as it applies to German merchants. The application of the regulations on the international sale of goods (CISG - Vienna UN Convention on Contracts for the International Sale of Goods) shall be expressly excluded.

3. Should any of the above provisions be invalid or excluded by a special agreement, this shall not affect the validity of the remaining provisions.

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