

General Terms and Conditions of Business, Sale, Delivery and Payment

of Chemische Fabrik Dr. Weigert GmbH

**& Co. KG · Mühlenhagen 85 · D-20539
Hamburg**

- Version as of 21 July 2026 -

1. General Provisions, Scope of Application

1.1. All deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions of Business, Sale, Delivery and Payment (hereinafter: **“Terms and Conditions of Sale”**). These form an integral part of all contracts which the seller (hereinafter: **“we”**) concludes with its contracting party in respect of the deliveries or services it offers. Within the framework of an ongoing business relationship, these Terms and Conditions of Sale, in their currently valid version, shall also apply to all future deliveries, services or offers to the contracting party, without us having to refer to them again in each individual case, provided that they were brought to the contracting party's attention in writing upon conclusion of the first contract.

1.2. These Terms and Conditions of Sale apply exclusively; we do not recognise any terms and conditions of the contracting party that conflict with or deviate from these Terms and Conditions of Sale, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall apply even if we carry out deliveries to the contracting party without reservation whilst being aware of the contracting party's terms and conditions that conflict with or deviate from our Terms and Conditions of Sale. Even if we refer to a letter containing or referring to the terms and conditions of the contracting party or a third party, this shall not constitute agreement to the validity of those terms and conditions.

2. Conclusion of Contract

2.1. Our quotations are to be regarded as non-binding unless they are expressly designated as binding. Orders are only accepted upon our written confirmation or by performance/delivery. In any event, our invoicing shall be deemed to constitute written confirmation of the order.

2.2. All agreements made between us and the contracting party for the purpose of performing this contract must be set out in writing between the parties. To satisfy the requirement for the written form, a fax or text form within the meaning of Section 126b of the German Civil Code (BGB) (e.g. email) shall suffice. Only managing directors and authorised signatories are authorised to make

verbal agreements that deviate from the written agreement.

3. Prices

3.1. Unless otherwise agreed, our prices are quoted ex our warehouse in Mühlenhagen, 20539 Hamburg (‘FCA Warehouse Mühlenhagen, 20539 Hamburg’, Incoterms 2020), excluding statutory value added tax. Value added tax shall be shown separately on the invoice at the statutory rate on the date the invoice is issued.

3.2. Our list prices valid on the date the contract is concluded shall apply to the contracting party's orders. The prices apply to the scope of services and deliveries specified in the order confirmation or in the order. Additional or special services shall be invoiced separately.

3.3. We reserve the right, in the case of contracts with an agreed delivery period of more than three months, to increase prices in line with any cost increases that have occurred, in particular due to collective agreements or increases in material prices. We shall provide evidence of these to the contracting party upon request. If the increase exceeds 5% of the agreed price, the contracting party shall be entitled to terminate the contract (right of termination or withdrawal).

3.4. A price adjustment in accordance with Clause 3.3 shall only take place to the extent and for as long as our total costs incurred for the products in question (in particular for raw materials, consumables and supplies, energy, transport, packaging, wages/salaries, taxes/duties) demonstrably increase or decrease after the conclusion of the contract. We shall inform the contracting party of the adjustment and its basis in an appropriate manner upon the contracting party's request.

4. Delivery, Delivery Time

4.1. Delivery shall be made ex warehouse Mühlenhagen, 20539 Hamburg (‘FCA Warehouse Mühlenhagen, 20539 Hamburg’, Incoterms 2020).

4.2. Delivery dates and deadlines are only binding on us if we have confirmed them in writing. The delivery period commences on the date of the order confirmation. It is deemed to have been met if the goods have left our warehouse by the last day of the delivery period or if readiness for dispatch has been notified in accordance with Clause 5.

4.3. In the event of force majeure and other unforeseeable, exceptional circumstances for which we are not responsible (e.g. war, blockade, fire, natural disasters, epidemics, pandemics, riots, strikes, lockouts, operational or transport disruptions, difficulties in procuring materials or

securing energy supplies, and official interventions – including embargoes or export or import restrictions under national or international foreign trade law, acts of terrorism, or significant operational disruptions (e.g. due to cyber-attacks or widespread IT failures) – we shall, if this prevents us from (timely) fulfilment of our obligations, we shall be entitled to extend the delivery period by a reasonable period or, if delivery becomes impossible or significantly more difficult for us and the hindrance is not merely of a temporary nature, to withdraw from the contract in whole or in part. This shall also apply if the aforementioned circumstances occur at our suppliers. We shall inform the contracting party of the aforementioned circumstances in each case.

4.4. If binding delivery dates or deadlines are exceeded (including in the cases mentioned in the previous paragraph), the contracting party – except in the case of fixed-date transactions – shall only be entitled to withdraw from the contract after the expiry of a reasonable grace period to be set by them. Subject to the claims set out in Clause 11, no other claims shall arise in the event of force majeure or other unforeseeable, exceptional and circumstances beyond our control.

4.5. We are entitled to make partial deliveries; in the event of a partial delivery, the contracting party may only withdraw from the entire contract or claim damages in lieu of the full performance in accordance with Clause 11 if the partial fulfilment of the contract is of no interest to them.

5. Notice of readiness for dispatch

5.1. If the goods are ready for dispatch and dispatch or acceptance is delayed for reasons for which the contracting party is responsible, the risk and the obligation to bear the costs of storing the goods shall pass to the contracting party upon receipt of the notice of readiness for dispatch.

5.2. At the express written request of the contracting party, we shall take out insurance against the usual transport risks at the contracting party's expense.

6. Payment

6.1. Unless otherwise agreed, our invoices are due for payment in full immediately upon receipt, without any deduction. The contracting party shall be in default no later than 30 calendar days after the due date and receipt of the invoice, without the need for a reminder, unless an earlier commencement of default has been agreed in individual cases.

6.2. We expressly reserve the right to accept cheques and bills of exchange. These are

accepted only on account of payment and without any guarantee as to timely presentation or protest. Discount and bill of exchange charges shall be borne by the contracting party and are due immediately.

6.3 If the contracting party fails to make payment when due, interest on arrears shall be charged on the outstanding amounts from the date on which the debt falls into arrears at a rate of 9 percentage points above the applicable base rate in accordance with Section 288(2) of the German Civil Code (BGB). We reserve the right to claim further damages arising from default; the contracting party is entitled to prove that we have suffered no loss or a substantially lower loss. For each justified reminder, we may charge a flat-rate reminder fee of EUR 10.00; here too, it remains possible to prove that the loss was higher or lower.

6.4. If, after the conclusion of the contract, we become aware of circumstances which are likely to significantly impair the contracting party's creditworthiness or which give rise to a substantial risk to our payment claims (e.g. a significant deterioration in financial circumstances, persistent late payment, repeated failure to meet agreed payment terms, an application to open insolvency proceedings), we shall be entitled to declare all outstanding claims – including those arising from other deliveries – immediately due and payable, and to make further deliveries only against advance payment or adequate security. If the contracting party fails to comply with a corresponding request for payment in advance or the provision of security despite a reasonable deadline being set, we shall be entitled – without prejudice to any further claims for damages – to withdraw from the contract and to claim damages for non-performance.

7. Retention of Title and Assignment in Advance

7.1. Until all claims to which we are currently or may in future be entitled against the contracting party arising from the business relationship between us have been settled, including the respective balance due under a current account arrangement, we shall retain title to the goods delivered (goods subject to retention of title). The contracting party is obliged to store the goods subject to retention of title for us free of charge with commercial diligence and to insure them against damage at its own expense. In the event of the contracting party's breach of contract, in particular in the event of default in payment, we shall be entitled, after setting a reasonable period of grace, to take back the goods. The taking back 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 also constitute a withdrawal from the contract.

7.2. The contracting party shall only be entitled to resell the goods delivered or those resulting from processing in the ordinary course of business, subject to a retention of title, provided that it is not in default of payment. Pledging and transfer of ownership by way of security are not permitted. The contracting party hereby assigns to us, by way of security, all claims together with ancillary rights, including all balance claims arising from current account relationships, which accrue to it from the sale or other use of the goods subject to retention of title. We hereby accept the assignment. In the event of the sale or other use of goods subject to third-party rights, only the portion corresponding to the gross invoice amount of the goods delivered by us shall be assigned to us. The assigned claims shall serve as security for all claims under Clauses 7.1 and 7.2.

7.3 The contracting party is authorised to collect the assigned claim. In the event of default on payment, suspension of payments, the filing for or commencement of insolvency proceedings, or any other deterioration of assets on the part of the contracting party, as well as in the event of failure to comply with the obligations incumbent upon the contracting party arising from ownership, we may revoke the authorisation to collect the claim and demand that the contracting party disclose to us the assigned claim and its debtor, provide all information necessary for collection, hand over the relevant documents and notify the debtor of the assignment.

7.4 The contracting party must notify us immediately of any attempts by third parties to gain access to the goods subject to retention of title or to the claims assigned to us, and must immediately inform the third parties in question of our ownership or our status as the holder of the claims. The costs incurred in defending against claims by third parties shall be reimbursed to us by the contracting party, provided that the third party is unable to do so.

7.5 We undertake, at the contracting party's request, to release any security provided to us under this contract, insofar as it is no longer required – not merely temporarily – to secure our claims, in particular where the realisable value of the security held on our behalf consistently exceeds the value of our outstanding claims to be secured by more than 10 per cent. However, we shall be entitled to select the security to be released.

8. Set-off/Right of Retention

8.1. The contracting party may only set off claims that are undisputed or have been established by a final and binding judgement.

8.2. The contracting party is authorised to exercise a right of retention to the extent that its counter-claim arises from the same contractual relationship.

9. Notices of Defects

The contracting party is obliged to inspect the goods immediately upon receipt. Notice of obvious defects must be given within 7 working days of receipt of the goods. Hidden defects must be reported within the same period following discovery of the defect. If the defect had already become apparent to the contracting party at an earlier point in time under normal use, that earlier point in time shall, however, be decisive for the start of the notification period. Otherwise, all warranty claims are excluded. The date on which we receive the notice of defects shall be decisive.

10. Claims for defects

10.1. The limitation period for claims for defects is 12 months, calculated from the date of delivery.

10.2. Where the goods are defective, the contracting party is entitled, at its discretion, to demand subsequent performance in the form of rectification of the defect or delivery of new goods free from defects.

10.3. If the subsequent performance fails, the contracting party is entitled to assert its statutory claims for defects.

10.4. If a defect is attributable to our fault, the contracting party may claim damages subject to the conditions set out in Clause 11.

11. Liability for Damages

11.1. We shall be liable in accordance with the statutory provisions if the contracting party asserts claims for damages based on wilful misconduct, gross negligence or a breach of a material contractual obligation. Material contractual obligations are those the breach of which jeopardises the purpose of the contract. Insofar as we are not liable of an intentional breach of contract, liability for damages shall be limited to the foreseeable damage that typically occurs. Indirect and consequential damages resulting from defects in the goods supplied shall, furthermore, only be compensable to the extent that such damages are typically to be expected when the goods are used for their intended purpose.

11.2. Claims for damages by the contracting party arising from a breach of a material contractual

obligation on our part due to slight negligence within the meaning of Clause 11.1 may no longer be asserted after the expiry of 12 months following delivery.

11.3. The limitations set out in this Clause 11 shall not apply to our liability for culpable injury to life, limb or health. This also applies to mandatory liability under the Product Liability Act. The limitations of liability set out in this Clause 11 shall apply mutatis mutandis to claims arising from supplier recourse under Sections 445a and 445b of the German Civil Code (BGB). Liability arising from the goods failing to meet a guaranteed quality is also unaffected.

11.4. Where our liability for damages is excluded or limited, this shall also apply to the personal liability for damages of our officers, legal representatives, employees and other agents.

11.5. Unless otherwise provided for above, all liability is excluded.

12. Transfer of Rights and Obligations

The contracting party may only assign or transfer rights and obligations arising from the existing business relationship with us, in particular from existing contracts with us, to third parties, in whole or in part, with our written consent.

13. REACH, Hazardous Substances and Product Safety Legislation

13.1. The contracting party is obliged to comply with all relevant statutory provisions relating to the handling of the delivered products, in particular those concerning chemicals, hazardous substances, dangerous goods, environmental protection and occupational health and safety. They must familiarise themselves with the safety data sheets, label information, operating and working instructions, and technical data sheets provided by us prior to first use and in the event of any changes, pass these on to persons handling the product, and implement the protection, storage and disposal requirements contained therein.

13.2. We provide safety data sheets and other product-related information via the channels designated for this purpose (in particular the download sections of our website or upon request). The contracting party must ensure that it uses the current version of these documents at all times and, in accordance with statutory requirements, also makes them available to its buyers.

13.3. Information regarding the properties, suitability and application of the products is provided to the best of our knowledge and is set out, in particular, in the current safety data sheets, label information, operating and working

instructions, and technical data sheets. These documents shall only constitute an agreement as to quality or a guarantee if they are expressly designated as such and agreed in text form. The contracting party is obliged to ascertain the intended uses and conditions of use of the products from the aforementioned documents and to ensure that the products are used only in accordance with these specifications – particularly in sensitive areas such as the reprocessing of medical devices and the production of food, beverages, pharmaceuticals and cosmetics – and to comply with all relevant official and other regulatory requirements.

13.4. We shall only be liable for damage resulting from the contracting party's or its buyers' failure to comply with, or inadequate implementation of, the documents, instructions and statutory requirements referred to in Clauses 13.1 and 13.2, in accordance with Clause 11.

14. Export controls and sanctions

If the contracting party culpably breaches export or sanctions legislation, it shall indemnify us against all resulting claims by third parties and against any regulatory measures (including fines and the associated defence costs), insofar as it is responsible for the breach. Dr. Weigert reserves the right, as a precautionary measure, to electronically check contractual partners against any records of sanctions.

15. Data Protection and IT Security

15.1. Where personal data is processed within the scope of the contractual relationship, this is done in accordance with the applicable data protection regulations. Further information on our data processing can be found in our data protection notice, which we will provide on request or which is available on our website.

15.2. If the contracting party uses our electronic ordering systems, customer portals or other IT interfaces, it is obliged to safeguard the access details provided to them with due care, to protect them from access by unauthorised third parties and to inform us immediately of any loss or suspected misuse.

16. Transport, dangerous goods and security

16.1. Where we supply products classified as dangerous goods under dangerous goods legislation, packaging, labelling and transport is carried out in accordance with the relevant statutory provisions (in particular ADR, RID/ADN where applicable, and supplementary national regulations).

16.2. Upon handover of the goods to the contracting party or to a person or carrier appointed by them, responsibility for unloading, internal transport, storage and further handling of the goods, as well as compliance with the relevant dangerous goods, storage, environmental and health and safety regulations, shall pass to the contracting party. In particular, the contracting party must ensure that unauthorised third parties do not gain access to dangerous goods and that all relevant operational and health and safety instructions are implemented.

16.3. Insofar as specific security requirements under Chapter 1.10 of the ADR/RID/ADN or corresponding national provisions apply to the Contracting Party's operations, the Contracting Party shall adopt and implement appropriate security measures (e.g. access restrictions, reporting procedures for security-related incidents) for itself and its operations.

16.4. The contracting party shall indemnify us against all claims and costs (including legal defence costs) arising from a breach of the obligations incumbent upon it under Clauses 16.2 and 16.3, insofar as it is responsible for such breach. The limitations of liability under Clause 11 remain unaffected.

17. Other Conditions

17.1. The place of jurisdiction shall be our registered office; however, we shall also be entitled to bring proceedings against the contracting party before the competent court at their place of residence or business.

17.2. The law of the Federal Republic of Germany shall apply; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.

17.3. Should any provision be or become void, the validity of the remaining provisions shall remain unaffected.

17.4. Insofar as these General Terms and Conditions contain any omissions, the legally valid provisions shall be deemed to have been agreed to fill such gaps, which we and the contracting party would have agreed upon in accordance with the economic objectives and the purpose of these General Terms and Conditions had we been aware of the omission.