

1. Scope of Application

All supplies and the services associated with them shall be provided exclusively based on these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale requires the explicit written approval of the Seller.

2. Offer and Acceptance

Seller's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order (offer) and Seller's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller.

3. Product quality, specimens and samples; guarantees

3.1

The quality of the goods is exclusively determined by Seller's product specifications. Subjective requirements going beyond the agreed product specifications and objective requirements are excluded.

Identified uses under applicable regulations (in particular REACH) relevant for the goods shall neither represent an agreement on the corresponding contractual quality of the goods nor the designated use under this contract.

3.2

The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of goods.

3.3

Unless specifically agreed, accessories or instructions are not part of the contractual obligation. Instructions of Seller are of purely informational nature and do not represent an agreement on particular properties or conditions for the goods, nor the suitability for a particular use under the contract.

3.4

Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.

4. Advice

Any advice rendered by Seller is given to the best of his knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve Buyer from undertaking his own investigations and tests; they do not constitute an agreement regarding contractual properties or conditions or a specific suitability for use of the goods.

5. Prices

All prices are subject to applicable value-added tax and other taxes, duties, and fees. If Seller's prices or Seller's terms of payment are generally altered between the date of contract and dispatch, Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase. Unless otherwise agreed between the parties, payments are due net within 30 days of the invoice date.

6. Application of INCOTERMS, Delivery

6.1

Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded.

6.2

Seller is entitled to undertake and invoice for partial deliveries provided that the delivered goods are of use for the Buyer according to the contractually intended purpose of the contract, the delivery of the remaining goods is secured, and the partial delivery does not result in substantial additional work or expenses for the Buyer (unless Seller agrees to cover such expenses).

6.3

Delivery dates or deadlines specified by Seller are at all times estimates only and non-binding unless fixed delivery dates or deadlines have been explicitly confirmed or agreed.

7. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

8. Compliance with legal requirements

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods. This also includes the regular, successful performance of all necessary trainings regarding the handling and use of the goods (in particular, but not limited to such trainings required by the European Chemicals Regulation (REACH) or other applicable regulations for chemicals).

9. Delay in Payment

9.1

Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.

9.2

In the event of a default in payment by Buyer, Seller is entitled to charge interest on the amount outstanding from the moment of default at the rate of 1% per month without any additional reminder.

10. Buyer's rights regarding defective goods

10.1

Buyer shall inspect the goods for defects immediately upon receipt. Seller must be notified of any defects that can be discovered during routine inspection without delay but at the latest within four weeks of receipt of the goods; other defects must be notified without delay but at the latest within four weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.

10.2

If the goods are defective and Buyer has duly notified Seller in accordance with section 10.1, Buyer has its statutory rights, provided that:

- Seller has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.
- Seller may make two attempts according to lit. a) above. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.
- With regard to claims for compensation and reimbursement of expenses on a defect, section 11 applies.

10.3

Buyer's claims for defective goods are subject to a period of limitation of one year from receipt of the goods, unless otherwise provided by applicable mandatory law.

11. Liability

11.1

Seller shall be generally liable for damages in accordance with the applicable law for willful misconduct and gross negligence. In the event of simple negligence, in particular a simple negligent violation of contractual obligations, however, Seller's liability shall be excluded. The foregoing limitations on liability do not apply to damage to life, body or health. To the extent permitted by law, consequential damages, indirect damages, lost profits, production losses, or other indirect damages are excluded.

11.2

Seller is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation REACH being triggered by Buyer.

12. Set off, right of retention

Buyer may only set off claims from Seller against or exercise rights of retention based on an undisputed or adjudicated counterclaim.

13. Security

If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, Seller may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security.

14. Force Majeure

To the extent any incident or circumstance beyond the Seller's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, cyber-attacks fire, explosion, epidemic or pandemic (whether or not officially declared by the WHO) acts of authorities), reduces the availability of goods from the plant from which the Seller receives the goods such that Seller cannot fulfil its obligations under this contract (taking into account on a pro rata basis other supply obligations), Seller shall (i) be relieved from his obligations under this contract to the extent Seller is prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to withdraw from the contract without the Buyer having any right to compensation.

15. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

16. Data Protection and IT Security

16.1

In case Buyer, in the course of the performance of the respective contract, receives from Seller or otherwise obtains personal data related to employees of Seller (hereinafter referred to as "**Personal Data**") the following provisions shall apply:

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of Seller, Buyer shall only be entitled to process Personal Data for the performance of the respective contract. Buyer shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyzed such data for its own purposes and/or form a profile. This also applies to the use of anonymized data.

Buyer shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access of the performance of the respective contract (need-to-know principle). Buyer shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Buyer shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Buyer will not acquire ownership of or other proprietary rights of the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Buyer with regards to personal Data shall be excluded.

In addition to its statutory obligations, Buyer shall inform Seller in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Buyer shall, according to applicable laws, erase the personal Data including any and all copies thereof.

16.2

Information on data protection of Seller is available under basf.com/datenschutz-eu.

16.3

For the placement of electronic orders by Buyer, Seller only provides for respective interfaces. Buyer must carefully handle access data (username and password) provided. In the event of loss or unauthorized access to these data, Buyer shall immediately inform Seller. Buyer is liable to Seller for any damages resulting from the late notification to Seller of such loss or unauthorized access.

17. Jurisdiction

Exclusive place of jurisdiction for any dispute arising out of or in connection with this contract shall be the principal place of business of Seller. Seller shall have the option to sue Buyer at the courts having jurisdiction over Buyer's principal place of business.

18. Applicable law

The contractual relationship shall be governed by Swiss law, excluding the rules on the international conflicts of laws and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG).

19. Contract Language

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded ("Contract Language"), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.