

General Conditions of Sale

BASF SRL



1. Scope of Application

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale by BASF SRL, a company headquartered in Romania, Bucharest, Sector 2, 43 Pipera Blvd, building A, space A1, 1st floor, Floreasca Park Office Complex, Sole Registration Code (CUI) 4952292 (hereinafter "**BASF**"). References made by you (the "**Buyer**") to your general terms and conditions are hereby rejected. These General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale requires the explicit written approval of BASF.

2. Offer and Acceptance

BASF's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding order. The contract is concluded by Buyer's order and by BASF's acceptance. In case the acceptance differs from the order, such acceptance constitutes a new non-binding offer of BASF. For the avoidance of doubt, by submitting its order to BASF, the Buyer agrees upon the content of the General Conditions of Sale as such content is available online on BASF official web site upon the date of receipt by BASF of Buyer's order.

3. Product quality, specimens and samples; guarantees

3.1

Unless otherwise agreed, the quality of the goods is exclusively determined by BASF's product specifications. Identified uses under the European Chemicals Regulation 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 the goods.

3.3

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 BASF is given to the best of its knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve Buyer from undertaking its own investigations and tests.

5. Prices

All BASF's prices are net, exclusive of any taxes, excises, charges or duties due for the supplies of goods or services according to the applicable legislation which shall be borne by the Buyer and added on the invoicing date to the net

price payable to BASF. For the avoidance of doubt, the BASF's prices are not including the Value Added Tax.

If BASF's prices or BASF's terms of payment generally applicable are altered between the date of contract and dispatch, BASF 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 BASF within 14 (fourteen) days after notification of the price increase.

6. Delivery

Delivery shall be effected as agreed in the contract. These General Conditions of Sale shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded.

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 BASF shall be provided with a copy thereof.

8. Compliance with legal requirements

Unless specifically agreed otherwise, Buyer is responsible for the compliance with all laws and regulations regarding import (if applicable), acquisition, transport, storage and use of the goods.

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, BASF is entitled to charge interest on the amount outstanding at the rate of nine (9) percentage points above the reference interest rate (Romanian "*rata dobanzii de politica monetara*") as communicated by the National Bank of Romania (BNR) at the time when the payment is due if the amount is invoiced in RON, or at the rate of nine (9) percentage points above the base interest rate announced by the German Federal Bank at the time when payment is due if the amount is invoiced in euros or in any other currency.

10. Buyer's rights regarding defective goods

10.1

BASF must be notified of any defects that can be discovered during routine inspection within four weeks of receipt of the goods; other defects must be notified within four weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.

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10.2

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

- a) BASF has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.
- b) BASF 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.
- c) With regard to claims for compensation and reimbursement of expenses on a defect, item 11 applies.

10.3

BASF and the Buyer specifically agree that Buyer's claims for defective goods are subject to a period of limitation of maximum one (1) year from the date of the receipt of the goods.

In the following cases the legal periods of limitation apply instead of the one-year period:

- a) liability for wilful misconduct,
- b) fraudulent concealment of a defect,
- c) claims against BASF relating to the defectiveness of goods that when applied to a building in the ordinary manner caused it to be defective,
- d) claims for damage to life, body and health caused by BASF's negligent breach of duty, or by wilful or negligent breach of duty on the part of BASF's legal representative or vicarious agent,
- e) claims for other damage caused by BASF's grossly negligent breach of duty, or by wilful or grossly negligent breach of duty on the part of BASF's legal representative or vicarious agent,
- f) in the event of a Buyer's recourse claim based on consumer goods purchasing regulations.

11. Liability

11.1

BASF shall be generally liable for damages in accordance with the law. In the event of a simple negligent violation of fundamental contractual obligations, however, BASF's liability shall be limited to compensation for typical, foreseeable losses. In the event of a simple negligent violation of non-fundamental contractual obligations, BASF shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health.

11.2

BASF 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

Buyer may only set off claims from BASF against an undisputed or adjudicated counterclaim.

13. Continuation of business

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

14. Retention of Title. Security

14.1

In accordance with article 1684 of the Romanian Civil Code, title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

14.2

BASF reserves the right to require the Buyer and the Buyer commits upon such request, to provide additional security and to fulfill the legal formalities for such security to be effective and opposable to third parties, in form and substance satisfactory to BASF, in order to secure any outstanding amounts under the sales agreement with BASF.

14.3

In any of the aforementioned cases provided under this Clause 14, the Buyer undertakes to perform all necessary registration formalities with the public registries and notify relevant debtors in order to ensure perfection of the retention of title and security in accordance with the law.

15. Right of Access/Disclosure

At the request of BASF, Buyer shall provide all necessary information on the inventory of goods owned by BASF pursuant to Clause 14 above. Furthermore, at the request of BASF, Buyer shall identify on the packaging BASF's title to the goods.

16. Late Payment

In the event of late payment by Buyer, BASF is entitled, without rescinding the sales agreement and without granting a period of grace, to demand the surrender of the goods owned by BASF pursuant to Clause 14 above at Buyer's expense.

17. Force Majeure

To the extent any incident or circumstance beyond the BASF's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), reduces the availability of goods from the plant from which the BASF receives the goods such that BASF can not fulfill its obligations under this contract (taking into account on a *pro rata* basis other supply obligations), BASF shall (i) be relieved from his obligations under this contract to the extent

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BASF 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 BASF over a long period or occurs with suppliers of BASF. If the aforementioned occurrences last for a period of more than 3 months, BASF is entitled to withdraw from the contract without the Buyer having any right to compensation.

18. Place of payment

Regardless of the place of delivery of goods and/or documents, the place of payment shall be considered BASF's place of business.

19. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a certain time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

20. Jurisdiction

Any dispute arising out of or in connection with these General Conditions of Sale shall be heard at the court having jurisdiction over BASF's principal place of business.

21. Applicable law

These General Conditions of Sale shall be governed by the Romanian law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG), irrespective of whether Buyer's place of business is in a CISG state or not.

22. Standard Clauses

The Buyer hereby expressly agrees and acknowledges all the clauses included in these General Conditions of Sale (namely, for the avoidance of any doubt, the clauses from 1 to 24) so that none of these clauses do constitute standard clauses (Romanian *clauze standard*) as defined by article 1202 of the Romanian Civil Code, nor unusual clauses (Romanian *clauze ne uzuale*) as defined by article 1203 of the Romanian Civil Code.

For sake of clarity, BASF and the Buyer expressly agree that these General Conditions of Sale and their clauses do not constitute an adhesion contract (Romanian "*contract de adeziune*") as defined by article 1175 of the Romanian Civil Code.

23. Partial Invalidity

If, at any time, any clause and/or provision of these General Conditions of Sale is or becomes illegal, invalid or unenforceable in any respect under the applicable law, neither the legality, validity or enforceability of the remaining clauses and/or provisions nor the legality, validity or

enforceability of such clause/provision under the applicable law will in any way be affected or impaired.

24. Contract Language

These General Conditions of Sale are made available to the Buyer in Romanian and English. In case of differences of interpretation and/or conflict between the English version and the Romanian version, the Romanian version shall be binding and prevail over the English version.

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