

General Conditions of Sale and Delivery

Our deliveries and the associated services are rendered exclusively on the basis of the following terms and conditions of sale. We hereby object to references of the buyer to its own terms and conditions of business, particularly any regulation according to which the assignment of our claims against the buyer is excluded or requires the buyer's consent. Our terms and conditions of sale also apply to all future transactions, even if they are not expressly agreed upon again. Deviations from these terms and conditions of sale require our express written acknowledgement.

1. Our offers are non-binding. Oral agreements require confirmation in writing. Invoices count as confirmation in writing. We are not bound by obvious mistakes, misspellings and miscalculations and do not grant a claim for performance.

2. Prices and additional costs apply ex works in the amount applicable on the delivery date. The buyer shall bear any increases on freight, customs, and other charges incurred after the offer as well as newly added charges and surcharges, particularly low water, high water and ice surcharges as well as any other additional fees (surcharges), even if the sales price includes freight, customs and other charges as well as additional fees. We are not obligated to advance freight and customs even in the case of freight prepaid prices. Instead such costs will be deducted from the invoice amount at the rate applicable upon entry into the transaction.

3. Measurements and weights are determinative for business purposes at the values set by us. The buyer may, at its own expense, demand weighing by the official railroad scale at the departure station or in the case of transport by truck, weighing on an officially calibrated truck scale.

4. Packaging shall immediately be sent back to the shipping department freight prepaid if it was provided on loan. No compensation will be paid for remaining goods. Any additional freight and costs incurred for the removal of such remnants shall be borne by the buyer. In the case of packaging on loan the buyer is liable for any losses and damage from dispatch until return arrival. If packaging is utilized beyond the set loan period a rental fee will be charged.

5. Delivery: Each delivery, even those on ongoing deals, is considered a separate transaction and does not affect the others. If the buyer defaults on acceptance we shall be authorized to elect to store quantities not accepted or called off on time in the works warehouse or another place at the buyer's expense and risk or, after setting a grace period of five days, within which the buyer shall order immediate delivery, to cancel the delivery and simultaneously demand damages for non-performance.

6. Shipment: Provided that we have not agreed with the buyer on the applicability of the Incoterms, as amended from time to time, all shipments shall be transported at the recipient's risk, including the risk of confiscation. Unless otherwise instructed shipment shall be made at our dutiful discretion. The risk passes to the buyer no later than upon surrender of the goods (whereby the beginning of the loading process is determinative) to the forwarder, freight carrier or other party designated to carry out the shipping. If the buyer wishes to use a more expensive method of shipment, liability for additional costs shall be deemed agreed in the case of freight prepaid delivery. Compliance with foreign import and customs regulations is incumbent upon the buyer.

7. Insurance will be covered by us for the buyer's account only for glass packaging. Additional insurances must be demanded by the buyer when placing the order. We shall select the insurance company at our dutiful discretion.

8. Payments: Our invoices shall generally be payable strictly net cash within 30 days of the invoice date without discount plus the statutory value added tax, in cash directly to us or through fee-free transfer to our bank or postal checking account. Transfers are not considered completed until the date the payment is credited.

Checks and bills of exchange will be accepted only in lieu of payment with all reservations and in all cases only on the basis of a separate agreement, bills of exchange exclusively in the form of three-month acceptances free of fees for us under the further prerequisite that they be discounted. The giving of bills of exchange does not give rise to an entitlement to deduct a discount. We are entitled to carry out or

perform further outstanding deliveries or services only in exchange for an advance payment or the provision of security if we learn of circumstances after the contract is entered into which are suited to significantly reduce the creditworthiness of the principal and which put the payment of our outstanding debt by the buyer under the respective contractual relationship (including under other individual orders to which the same master contract applies) at risk.

The buyer is authorized to set off counter-claims or retain payments due to such claims only if these counter-claims are undisputed or have been finally adjudicated.

9. Retention of title: Until payment in full of the purchase price and all secondary claims and until settlement of all preceding deliveries of goods, the delivered goods remain our property. Until then the buyer shall store the deliverable for us at its expense, separate from other goods and insured against fire and water damage to our benefit. The buyer shall give prompt notice in writing of any attachment or other interventions by third parties. In the event that the goods have been processed or commingled with other goods in proportions that can no longer be determined and the goods delivered subject to retention of title are to be considered a significant component of the newly created thing, the buyer hereby assigns to us co-ownership in the thing created in order to secure the mentioned claim while simultaneously agreeing that the buyer shall keep this thing for us separate from other goods. The buyer is authorized to sell the goods or the product created from them in the ordinary course of sale. The buyer shall require our express consent to pledge or transfer the good to a third party as security. The receivables arising from resale are considered assigned to us in the amount of our claims without a separate agreement being required for each case, even if the buyer has manufactured or processed the goods. As long as the buyer properly meets its payment obligations toward us, the buyer is authorized to collect this receivable for our account; however, we are entitled to notify such further buyers (third parties) to be identified to us on request of such transfer and to issue instructions. We undertake to release the securities to which we are entitled at the buyer's request insofar as the realizable value of our securities exceeds the receivables to be secured by more than 10%; the choice of securities is at our discretion.

10. Force majeure: Incidents of force majeure or other events not foreseeable when entering into the contract, e.g. operations interruptions, shipping disruptions, work stoppages, lockouts, late or inadequate provision of transport space, import or export bans, mobilization, war, lack of or insufficient delivery of raw materials and similar circumstances for which we are not responsible, release us from having to comply with agreed delivery dates, from having to pay any default penalties, and entitle us to withdraw from the contract, including in part, without the buyer being entitled to claims for damages, provided that the impediment is not just temporary. In the case of partial or complete loss of sources of supply for our raw and auxiliary materials for which we are not responsible, we are not obligated to buy from other sub-suppliers at less favorable conditions. In this case we are entitled at our dutiful discretion to distribute the available limited quantity of goods among our customers if they are interested in partial delivery, taking into account our own needs.

11. Rights of the buyer in case of material defects and defects of title: We undertake to deliver the goods free from material defects and defects of title. Rights of the buyer under this section 11 are barred by the limitations period within one year after the risk passes. The buyer is obligated to inspect the goods promptly for defects, incorrect deliveries and volume deviations. The buyer shall give prompt notice in writing of any complaints, at the latest within one week after the risk passes, stating all pertinent information. Defects that cannot be discovered within the aforementioned period even upon careful inspection must be reported to us promptly in writing, at the latest within one week after discovery. In the case of material defects we are initially obligated and entitled to choose cure or replacement delivery. We are entitled to attempt to cure the defect twice. If the cure finally fails, the buyer may elect to demand a reduction of the purchase price or withdraw from the contract. If a defect is our fault the buyer may demand damages under the conditions stated in section 12.

12. Liability: Regardless of the type of breach of duty, including tort, claims for damages are limited in accordance with this section 12. We are not liable in

the event of simple negligence to the extent that it is not a violation of an essential contractual obligation. If an essential contractual obligation is violated we are liable only up to the amount of the foreseeable damage. An essential contractual obligation exists when the obligation refers to a duty in the fulfillment of which the buyer trusted and was justified to trust. Unless we are accused of an intentional contract violation our liability for damages is limited to the foreseeable, typically occurring damage. Claims for the compensation of indirect and consequential damages that are due to the defects in our goods, exist only to the extent that such damage is to be typically expected when the goods are used as intended. The foregoing limitations on and exclusions of liability do not apply to claims that arose based on fraudulent or intentional conduct, or to liability for warranted characteristics, for claims under the German Product Liability Act [*Produkthaftungsgesetz*] or damages due to death, bodily injury or health impairments. To the extent that our liability is precluded or limited, this also applies to our employees, workers, representatives, and vicarious agents.

13. Intellectual property rights: Any claims for damages on the part of the buyer for the infringement of industrial property rights or copyrights are subject to the restrictions of sections 11 and 12. In the event that the goods from other manufacturers delivered by us infringe a third-party intellectual property right or copyright we may choose at our own expense to assert our warranty claims against the manufacturer and supplier for the buyer's account or assign them to the buyer. For such defects warranty claims exist under the other preconditions and in accordance with these General Terms and Conditions of Sale and Delivery only if the enforcement in court of the aforementioned claims against the manufacturer and supplier were unsuccessful or, for example, is pointless due to insolvency. The limitations period for the respective warranty claims of the buyer against us is barred for the duration of the litigation.

14. Trademarks: Many of the delivered products are labeled with a brand name. If the buyer refills, processes, or co-mingles such products with other substances or the like, the trademarks may then only be used in connection with the products the buyer refilled or manufactured if we give our consent in writing.

15. Data processing: We are authorized to process the data about the buyer received in connection with the business relationship pursuant to the provisions of the German Federal Data Protection Act [*Bundesdatenschutzgesetz*], regardless of whether these data originated from the buyer itself or from third parties. We are further authorized to transmit invoice-related data of the buyer to third parties for the purpose of factorization. These third parties are also authorized to process and convey to third parties the transmitted data in compliance with the German Federal Data Protection Act.

16. Place of performance is Ludwigshafen on the Rhine.

17. Jurisdiction lies in Ludwigshafen on the Rhine or – at our discretion – at the buyer's general place of jurisdiction.

18. Miscellaneous: Should a provision of these terms and conditions of sale be or become invalid or unenforceable, the validity of the remaining provisions will not be affected. In this case an alternate regulation that comes as close as possible to the objective aimed at by the invalid or unenforceable provision shall take the place of the invalid provision. This applies mutatis mutandis in the event of a contractual gap.

18. Applicable law: German law applies to all sales and delivery contracts. The application of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.