

General Terms and Conditions of Sale (GTC)

1. Validity of the GTC

a) These GTC apply to all contracts concluded with our Customers or other contractual partners (hereinafter collectively referred to as "Customers"), provided that the Customers are (i) a business within the meaning of section 14 of the German Civil Code ("Unternehmer"), i.e. the Customer is acting for commercial or professional purposes, or (ii) a legal entity or a special fund under public law.

b) Terms and conditions of our Customers deviating from these GTC shall only apply if we have explicitly agreed to them in writing. These GTC shall be deemed to be accepted by the Customer at the latest upon receipt of the delivery or service (hereinafter referred to collectively as "Delivery(ies)" and/or "Goods"). They shall also apply if we carry out the Delivery or fulfill an order without reservation and in full knowledge of any terms and conditions of the Customer.

2. Conclusion of contract, written form

a) Our offers are subject to change. A contract is only concluded if a Customer order is confirmed by us through a written order confirmation.

b) Amendments as well as changes and additions to the contract are only effective if we have confirmed them in writing.

c) If we have made binding offers, we shall be bound by them for a period of four weeks after the offer has been made.

3. Prices

a) Our prices are exclusive of statutory value-added tax.

b) If there are more than six weeks between the conclusion of the contract and the delivery date scheduled for the entire Delivery or parts thereof, and if, after conclusion of the contract, expenses which we have to incur in connection with the delivery increase for reasons for which we are not responsible, we shall be entitled to request payment of the additional costs from our Customers in addition to the price for the Delivery. This shall apply regardless of whether such additional costs are based on statutory or other provisions and/or actual circumstances. The expenses to be borne by our Customer in accordance with sentence 1 include, in particular, export and import duties such as customs duties and levies, as well as taxes, storage costs, freight costs, shipping costs, insurance premiums, and the like.

4. Terms of payment, SEPA

a) Payments by the Customer must be made within 14 days of receipt of the invoice, but no later than 30 days after delivery, without any deductions, in cash or by bank transfer at no cost to us. Payments by way of bills of exchange and checks require our prior consent; Customer's payment obligation shall only be fulfilled once the bills of exchange or checks are successfully cashed.

b) If the Customer fails to meet its payment obligations in accordance with the contract for reasons for which the Customer is responsible, or if the Customer suspends its payments, we shall be entitled to demand payment of the entire outstanding debt.

c) If payment by SEPA direct debit has been agreed between the Customer and us and the Customer has provided us with a corresponding SEPA direct debit mandate, we will notify the Customer of the direct debit in advance together with the invoice (or by other means of communication agreed with the Customer) no later than 1 calendar day before the direct debit is due. The Customer is obliged to ensure that there are sufficient funds in the account specified in the SEPA mandate and that the amounts due can be collected. This obligation also applies if, in individual cases, the Customer does not, or not timely, receive a notification in advance.

5. Offsetting and right of retention

The Customer may only offset its own claims against our claims or exercise a right of retention (i) if and to the extent that the Customer's claims against us are undisputed or have been legally established, or (ii) if and to the extent that the Customer's counterclaims arise from the same contractual relationship as our claim.

6. Default by the Customer

a) In the event of default by the Customer, we shall be entitled, without prejudice to any further rights, to make request a security from the Customer before making further deliveries under this and under other contracts with the Customer.

b) The amount of default interest due by the Customer shall be determined in accordance with the applicable statutory provisions.

7. Delivery periods and delivery weights/weight deviations

a) Agreed delivery periods and delivery weights are only approximate unless we explicitly confirm them to be fixed. If delivery periods and delivery weights are only approximate in accordance with sentence 1, we may exceed delivery periods by up to two weeks and deviate from delivery weights by up to 10% in either direction.

b) The weight stated by us upon delivery shall be decisive. However, the Customer may request to have the Goods weighed at its own expense. The Customer shall notify weight deviations within three days of delivery of the Goods. The Customer shall enable us to verify the weight deviation immediately.

8. Partial deliveries

a) We are entitled to make partial deliveries to a reasonable extent, in particular if the partial deliveries can be used independently by the Customer and no fixed delivery date has been agreed for the entire Delivery.

b) In case of partial deliveries, each delivery shall be considered a separate transaction. A defective or delayed delivery shall have no effect on partial deliveries already made or still outstanding. If the partial delivery is of no interest to the Customer, the Customer shall be entitled to withdraw from the contract in its entirety or to claim damages for non-performance of the entire contract.

9. Call-off

If, in case of call-off orders, the Customer does not call off the Goods within the agreed period or, if no period has been agreed, within 6 months of conclusion of the contract, we may set the Customer a reasonable time period to call-off the Goods and, after its expiry, withdraw from the contract. We shall also be entitled to store the Goods in question or to sell them. If the Customer is responsible for the delayed or failed call-off of the delivery, and subject to sentence 1, we may also claim damages for non-performance.

10. Delayed acceptance by the Customer

a) In case the Goods cannot be delivered in time due to a delay caused by the Customer (Delayed Acceptance"), we shall be entitled, after expiry a reasonable deadline set by us, to claim damages in lieu of performance in the amount of 25% of the product price agreed with the Customer, without prejudice to any right to claim higher damages. The Customer shall be entitled to prove that we have incurred no or only minor damages. Without prejudice to the validity of the contract, we may refuse to deliver the quantities which could not be delivered due to the Delayed Acceptance.

b) In case of Delayed Acceptance, we shall be entitled to demand reimbursement of any additional expenses incurred.

11. Shipping/transfer of risk

a) If the Goods are shipped, this shall be done at the Customer's expense. The same shall apply if we follow the Customer's shipping instructions.

b) The risk of accidental deterioration or accidental loss shall pass to the Customer upon handover of the Goods to the carrier. The same shall apply if the Goods are transported by us at the start of transport, and in case of collection of the delivery by the Customer upon handover of the Goods to the Customer's personnel.

12. Self-supply

We are only obliged to deliver subject to a correct, complete, and timely delivery to us: this also applies to the delivery of raw materials and auxiliary materials required for the manufacture of the Goods.

13. Confirmation of arrival/intra-Community delivery

a) The Customer acknowledges that in the event of collection of the Goods by the Customer (or collection by a carrier commissioned by the Customer) and arrival of the Goods in another EU member state, the Customer will receive an invoice without sales tax. The prerequisite for this tax exemption for intra-Community deliveries is a confirmation by the Customer that the Goods have arrived in another EU member state. The Customer shall therefore confirm to us in writing within three months of collection that the Goods have been delivered to another EU member state. With this confirmation, the Customer declares that the Goods have actually been delivered to another EU member state (confirmation of arrival). The confirmation of arrival must include the name and address of the Customer, the customary name of the Goods and their quantity, the date of collection, the month and year of the end of transport to the other EU member state, the member state and the place to which the Customer has transported the Goods, as well as the Customer's confirmation that the Goods have actually arrived in the other EU member state. The confirmation of arrival must also include the date and signature of the Customer.

b) If we do not receive the Customer's confirmation of arrival within three months of collection, we are entitled to issue a corrected invoice. In such corrected invoice, we may include the sales tax that would have been payable if we had not received the confirmation of arrival. In this case, the Customer must pay the sales tax to us immediately.

c) If the Customer does not send us a confirmation of receipt in good time, we shall be entitled to charge sales tax on future purchases by the Customer, even in the event of self-collection and delivery of the Goods to another EU member state. In this case, we shall refund the sales tax to the Customer if the Customer sends us a confirmation of receipt.

14. Compliance of the Goods with food- and feedstuffs legislation

If and as far as the parties have agreed on the delivery of foodstuffs and/or feedstuffs within the meaning of the applicable laws for foodstuffs and/or feedstuffs, solely the requirements of the German Act on Food- and Feedstuffs (*Lebensmittel- und Futtermittelgesetzbuch*) and the directly applicable European food- and/or feedstuff regulations, as they may be amended from time to time, shall apply. Unless explicitly agreed otherwise, we do not warrant ("gewährleisten") compliance of the Goods delivered by us with the respective requirements for food- and/or feedstuffs in any other jurisdictions.

15. Organic ("Bio") products

a) If and as far as the parties have agreed on the delivery of organic ("Bio") products (foodstuff, feed and agricultural products), unless explicitly agreed otherwise, only the requirements of German law and of directly applicable EU law in force at the time of delivery, currently in particular EU Regulation No. 2018/848, shall apply. We do not provide any guarantee, whether explicit or implied, that the goods comply with these requirements, in particular EU Regulation No. 2018/848, or with any other organic ("Bio") standard agreed between the Customer and us.

b) If and as far as the parties have agreed, in accordance with paragraph a), on the delivery of organic ("Bio") products, unless explicitly agreed otherwise, the goods delivered by us have been classified as organic ("Bio") by our own suppliers, or the goods delivered by us have been manufactured with products classified as organic ("Bio") by our own suppliers.

c) If it turns out that the product delivered to the Customer is actually not organic ("Bio") within the meaning of paragraph a), then we shall be liable for damages arising therefrom only if and to the extent that we are at fault ("Verschulden"), i.e. if we acted negligently or willfully ("fahrlässig" or "vorsätzlich"). Apart therefrom, the provisions of clauses 19 and 20 shall apply.

16. Supply of pharmaceutical raw materials and ingredients for cosmetic products

a) Insofar as we supply pharmaceutical raw materials, the requirements of the Pharmacopoeia Europea, in the respective version in force at the date of delivery, shall apply.

b) Insofar as we supply ingredients for cosmetic products, the requirements of the EC Regulation No. 1223/2009 shall apply. Unless explicitly agreed otherwise in writing, we provide no guarantee that the Goods comply with the requirements of the EC Regulation No. 1223/2009 or any other standard agreed between the parties. Unless explicitly agreed otherwise, we do not warrant ("gewährleisten") compliance of the Goods delivered by us with the respective requirements for cosmetic products in any other jurisdictions.

17. Food intended for infants and young children

a) If and as far as the parties have agreed on the delivery of products to be used for food for infants and small children, unless explicitly agreed otherwise, only the applicable German and directly applicable EU requirements for food for infants and small children in force at the time of delivery (currently in particular: German Regulation on food for particular groups of consumers ("LMBVV"), Regulation (EU) No. 609/2013 and Delegated Regulation (EU) No. 2016/127) are relevant. We do not provide any guarantee, whether explicit or implied, that the goods comply with these requirements or with any other standard agreed between the parties for products for infants and small children.

b) If it turns out that the goods delivered to the customer do not meet the requirements named under a) above, we shall be liable for any damages resulting therefrom only if and to the extent we are at fault ("Verschulden"), i.e. if we acted negligently or willfully ("fahrlässig" or "vorsätzlich").

18. Labeling requirements

We do not assume any labeling obligations beyond those required by the statutory provisions applicable to the respective delivery. Unless agreed otherwise, we are in particular not obliged to label the components of our Goods in accordance with any particular statutory provisions applicable to the Customer and/or its (end) product and/or to inform the Customer of any factors or circumstances which relevant under these provisions.

19. Warranty ("Gewährleistung")

a) We shall not be liable for any public statements made by us, the manufacturer or its agents (i) if and to the extent that the Customer cannot prove that the statements influenced its purchase decision or its decision to place an order with us, (ii) if we were not aware of the statements and could not be expected to be aware of them, or (iii) if the statement was already corrected at the time the decision was made.

b) All information and advice is provided to the best of our knowledge; we do not assume any guarantees or warranties regarding its accuracy and completeness, unless this is explicitly agreed.

In particular, the information provided by us does not release the Customer from its own responsibility to check the Delivery for its suitability for the intended processes and purposes and for the risk of infringement of any third-party property rights.

c) A merely insignificant reduction in the value or suitability of the Delivery does not constitute a defect. "Insignificant" means, in particular, minor deviations in form and color, weight, and if the defect disappears shortly by itself or can be remedied by the Customer with very little effort. Insignificance also applies to deviations within the customary limits of trade.

d) If the Goods have a defect, we may, at our discretion, either remedy the defect ourselves or deliver a replacement free of defects. The Customer's right to reduce the purchase price or to withdraw from the contract in the event of failure of such second performance remains unaffected. The following clause 20 applies to claims for damages and reimbursement of expenses due to defects.

e) We shall only be liable under a guarantee ("Garantie") assumed by us to the extent that the Customers rights, claims, and our liability are explicitly defined in such guarantee and insofar as it is expressly stated that this constitutes a guarantee. The contractually agreed quality within the meaning of section 434 of the German Civil Code (BGB) shall always be the quality described in the agreed product specifications. With regard to the quality of "organic" products, we refer to clause 15 of these General Terms and Conditions.

f) The Customer must inspect the Delivery immediately, at the latest within 3 days of receipt, and notify us in writing of any complaints (obvious defects) without delay. If the Customer fails to do so, this shall be deemed an unconditional approval of the Goods. This applies equally to obvious transport damages, even if we are not responsible for the transport. Any claims due to hidden defects that could not be detected despite careful inspection within the meaning of sentence 1 shall be excluded if the Customer does not report them in writing immediately, at the latest within three days of their discovery.

g) Furthermore, warranty claims are excluded if, as a result of a further shipment or processing of the Goods delivered by us or similar, we are no longer able to check whether a defect of the Goods actually existed at the time of delivery to the Customer.

h) If the defect is due to a delivery or service provided to us by a third party, the Customer's only remedy shall be a claim that our warranty and/or damage claims against the third party be assigned to the Customer. Only if a prior legal action of the Customer against the third party is unsuccessful, the Customer shall be entitled to bring warranty claims against us in accordance with the above provisions. This does not apply if we were aware of the defect at the time of delivery to the Customer, or if we were not aware of the defect due to gross negligence.

i) Warranty claims against us are only available to our direct Customers and are not transferable.

j) We shall bear the transportation costs necessary for a replacement delivery only to the extent that of the costs for a delivery to the agreed place of delivery. This does not apply to contracts for the delivery of newly manufactured goods.

20. Liability

We shall only be liable in accordance with the following provisions:

a) We shall be liable for intentional or grossly negligent conduct on the part of our legal representatives and executive employees and vicarious agents, unless otherwise specified in paragraphs b) to g) below.

b) Any claims for damages – regardless of their legal basis – arising from slightly negligent breaches of non-essential contractual obligations by our legal representatives, executive employees, and simple vicarious agents are excluded. An essential contractual obligation is one the breach of which would jeopardise the purpose of the contract and on the fulfillment of which the Customer may rely. Non-essential contractual obligations include, in particular, a breach by one of our suppliers of (pre-)registration regulations in accordance with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of December 18, 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH Regulation"), missing, incomplete or incorrect information in the safety data sheet and/or incorrect or incomplete advice on the use of the Delivery in our capacity as manufacturer, importer or supplier.

c) In the event of a slightly negligent breach of essential contractual obligations by our legal representatives, executive employees, and simple vicarious agents, our liability shall be limited to the amount of damages typical of comparable transactions of this kind that were foreseeable at the time of conclusion of the contract or, at the latest, at the time the breach of duty was committed.

d) Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, staff, representatives, and vicarious agents.

e) All contractual or non-contractual claims of the Customer beyond those set out in paragraphs a) to c) above are excluded.

f) Liability under the Product Liability Act, liability for damages resulting from culpable injury to life, limb, and health, as well as the provision of § 444 German Civil Code (BGB) and liability from other guarantees remain unaffected by the above provisions of paragraphs a) to e).

g) The Customer shall be liable to us for all damages resulting from the breach of obligations to cooperate (e.g., transmission of incorrect or incomplete information in accordance with REACH, in particular missing, incomplete, or incorrect information about the intended processes and purposes).

21. Limitation

a) The Customer's warranty claims for defects shall be excluded by the statute of limitations one year after acceptance of the delivery. Sections 445b, 478 and 438 (1) no. 2 of the German Civil Code (BGB) shall remain unaffected by this provision.

b) Claims of the Customer for damages on other legal grounds shall become time-barred after 18 months. Section 199 of the German Civil Code (BGB) shall apply to the commencement of the limitation period.

c) Insofar as we are liable under clause 20 for gross negligence, or for damages resulting from culpable injury to life, limb, or health, and in case of a guarantee, as well as under the Product Liability Act, the statutory limitation provisions shall apply.

22. Perishable materials

If we deliver chemical products, the following applies:

a) We would like to point out that we use so-called "starters" in the manufacture of the Goods we deliver. Chemical reactions may result in the formation of decomposing substances, which may be present in the Goods we deliver without these decomposing substances being labeled separately. It cannot be excluded that these decomposing substances may prevent or influence the use of the Goods in the manner intended by the Customer.

b) We are not obliged to inform the Customer about the specific decomposition products without being asked to do so.

c) If we are neither aware of nor should be aware of the specific intended use of the Goods ordered by the Customer, we shall not be liable for any damage incurred by the Customer as a result of the presence of decomposition products in the delivered Goods.

23. Retention of title

a) The Goods delivered by us remain our property until all our existing and future claims arising from the business relationship with the Customer, including any ancillary claims and current account balances, have been paid in full ("Retained Goods").

b) The Customer is entitled to use, mix, or process the Retained Goods in the ordinary course of business. The processing and treatment of the Retained Goods shall be carried out for us as the manufacturer within the meaning of section 950 German Civil Code (BGB). In the event of a combination or mixing of the Retained Goods with items not belonging to us, we shall become co-owners in direct or analogous application of sections 947, 948 German Civil Code (BGB), in proportion to the value of the Retained Goods to the value of the other processed goods at the time

of processing. In the event that the combination or mixing takes place in such a way that the Customer's item is to be regarded as the main item, it is hereby agreed that the Customer shall transfer sole or co-ownership to us in proportion to the aforementioned value ratio. The items to which we acquire sole or co-ownership in accordance with the aforementioned provisions shall be stored by the Customer for us free of charge; the Customer shall have no claims against us arising from the mixing, processing or storage. The rules for the Retained Goods pursuant to this clause 23 shall also apply to the new item created by combination or mixing. Subject to full payment in accordance with paragraph a), the new item or our co-ownership share shall be transferred to the Customer.

c) The Customer is entitled to resell the Retained Goods and the items created from their processing in the ordinary course of business under retention of title. Pledging and transfer by way of security of the Retained Goods or of assigned claims is not permitted. As a security, the Customer hereby assigns to us all claims arising from the sale of Retained Goods, including items owned by us in accordance with paragraph b), together with all ancillary and security rights and balance claims from a current account, in the amount of our claims specified in paragraph a). We accept the assignment. In the event of the sale of Goods in which we have co-ownership, the assignment shall be limited to the portion of the claim corresponding to our co-ownership share. If Retained Goods are sold together with items that are not our property at a total price, the assignment shall be limited to the proportionate amount of our invoice, including sales tax, for the Retained Goods. This provision shall apply mutatis mutandis to a work salary claim if the Customer uses the Retained Goods to fulfill a contract for work ("Werkvertrag oder Werklieferungsvertrag").

d) The right to resell the Retained Goods is excluded if the Customer's buyers have excluded the assignment of claims against them. The Customer shall exclude the right to set-off and any retention rights vis-à-vis its contractual partners to the extent permitted by law. At our request, the Customer shall be obliged at any time to inform us about the debtors of the claims assigned to us including their addresses.

e) The Customer is obliged to treat the Retained Goods and those items in which we acquire sole or co-ownership in accordance with the above provisions with care and diligence and to store them for us free of charge. He shall insure them against the usual risks and hereby assigns to us any claims for compensation against insurers or other parties liable for compensation in the amount of the invoice amount. We accept the assignment.

f) The Customer is also obliged to notify us immediately of any impairment or endangerment of our rights to the Retained Goods or to claims assigned to us, in particular through seizure or other interventions by third parties, and to take all necessary protective measures without delay. The Customer shall reimburse us for any costs incurred by us in asserting our ownership and our rights to the claims.

g) The Customer remains authorized to collect the claims, without prejudice to our right to collect the claims as well. The Customer may only dispose of the Retained Goods and the claims assigned to us with our prior written consent. We will only revoke this authorization to dispose of the Goods or to collect the claims if the Customer defaults on a payment, is in material breach of its obligations under this clause 23, or if the Customer files for or enters into insolvency or bankruptcy proceedings or proceedings for the settlement of its debts, or if there is any other significant deterioration in the Customer's financial situation. The Customer shall forward any amounts received to us immediately, insofar as our claims are due, but otherwise shall keep these funds separately for us.

h) If we have revoked the authorization to dispose of the Goods or to collect the claims in accordance with the preceding paragraph g), the Customer shall be obliged, at our request, to inform us of all Goods in our ownership and of the purchasers to whom he has sold such Goods, to enable us to take possession of the Goods in our ownership, in particular to take back the Goods in our ownership, to the exclusion of any right of retention, to notify his Customers of the assignment of the claims assigned to us and to provide us with all information necessary to enforce our claims and to hand over the documents necessary for this purpose.

i) In the event of a breach of contract by the Customer, in particular in the event of default in payment, the Customer shall be obliged to return the Retained Goods at our request. If we take back or seize the Goods in accordance with sentence 1, this shall not constitute a withdrawal from the contract. In the event of return, we shall be entitled, after a prior warning and setting a reasonable deadline, to dispose of the items at our discretion in the best possible manner. The proceeds of the sale shall be credited against our claims after deduction of reasonable costs of sale.

j) If the value of the securities existing for us exceeds the secured claims by more than 20%, we shall release securities of our choice at the Customer's request.

24. Place of performance

The place of performance for all mutual obligations arising from the contract concluded with the Customer is Hamburg.

25. Jurisdiction

For contracts with merchants, the place of jurisdiction for all disputes arising from the conclusion of the contract and the mutual claims arising therefrom, even for Customers who do not have a general place of jurisdiction in the Federal Republic of Germany, is Hamburg; however, we are also entitled to bring legal action at the Customer's place of business. For contracts with merchants, legal disputes shall be settled at our discretion either by the ordinary courts pursuant to the aforementioned sentence 1, or by the "Hamburger Freundschaftliche Arbitrage" in accordance with section 20 of the "Platzzusancen für den Hamburgischen Warenhandel" (Local Standards for the Hamburg Trade of Goods). We shall also be entitled to this right of choice if the Customer wishes to assert claims against us. We shall exercise this right of choice within 14 days of receiving the Customer's written request, otherwise the right of choice shall pass to the Customer. In the event of complaints with regard to the quality of the Goods, we shall be entitled, at our discretion, to request that the findings regarding the quality of the Goods be made in accordance with the "Regulativ für Qualitätsfeststellungen durch Sachverständige" (Regulations for Quality Assessments by Experts) published by the Hamburg Chamber of Commerce on April 12, 1911.

26. Applicable law

The contract between us and the Customer and any dispute or claim arising out of or in connection with it will be subject to and construed exclusively in accordance with the laws of Germany, excluding any conflict of law rules and the international law of sale pursuant to the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

27. Language versions

In addition to this English version, these General Terms and Conditions are available in German and French. In the event of any discrepancies between the English and/or French versions and this German version, the German version shall prevail.

As of 09/2025