

General Conditions of Sale and Delivery

1. Applicability, offers, conclusion of contract:

a) We, Raschig GmbH, Postfach 21 11 28, D-67011 Ludwigshafen/Rhein, Germany, carry out all sales and deliveries ("transactions"), including all future transactions, to the buyer exclusively in accordance with these General Terms and Conditions of Sale and Delivery, unless otherwise agreed in writing.

b) Any regulations of the buyer deviating from these Conditions shall not obligate us, even if we do not expressly object to complying with them.

c) All offers, price lists and advertising material are subject to confirmation. Orders shall only become binding if we confirm them in writing or comply with them by sending the goods.

2. Quality, samples, analysis:

a) Unless otherwise agreed we shall warrant merchantable quality.

b) Our samples are always non-binding type samples. We are not obliged to a delivery being exactly identical to the sample.

c) Our quality and analytical information is to be considered approximate, including with regard to maximum and minimum levels, unless certain characteristics are expressly agreed.

3. Prices:

a) All prices are based on the general economic situation on the contract date. When significant changes regarding this situation occur by the time payment is received and the proceeds no longer suffice to compensate us reasonably for our performance, an adjustment shall take place. Prices in foreign currencies correspond to the foreign exchange rates applicable to us. The buyer shall compensate exchange rate losses on receipt of payment as compared to the invoice date or the specifically agreed date. If more than four weeks elapse between the conclusion of the contract and delivery, we shall be entitled to add to the agreed sales price the increased costs of preliminary products compared with the time of conclusion of the contract.

b) If the sales price includes freight, customs duties or other public charges, any increases in these collateral costs occurring after the business transaction is entered into, as well as any new charges concerning the goods, shipment, taxation or customs, shall be borne by the buyer. The same applies to low water, high water and ice surcharges.

c) Prices excluding freight and customs duties do not obligate us to advance freight and customs duties.

4. Measures and weights:

The measures and weights determined in the plant or warehouse of departure are determinative for invoicing.

5. Packaging:

- a) Unless there is a special agreement in the individual case, we will not take back packaging that is included in the price or invoiced separately.
- b) Shipping containers provided on loan or as rentals shall remain our property. Unless other instructions are given they shall be emptied completely immediately after arrival, and sent back to the suppliers freight paid, locked, ready to be filled and in good condition. A rental fee can be charged for the use of our containers on loan beyond the rent-free period. If the buyer does not return shipment containers we are entitled to demand compensation of their value, regardless of fault.
- c) The contents of shipping containers with goods that have hardened after filling or which cause precipitation shall be treated properly prior to emptying by sufficient heating or the like. Heating iron barrels or tank wagons from the outside with fire from below is strictly prohibited.
- d) Packaging provided by the buyer is to be sent freight paid to the supplying plant or warehouse, ready to be filled and in good condition. We shall not be liable for such packaging (owned by the buyer).
- e) We assume no warranty that the fill capacity of the packaging and the load area of the wagons will be fully utilized.
- f) No compensation will be paid by us for remnants of goods that remain in the shipping containers. The buyer shall bear any freight as well as the costs for removing such remnants.

6. Delivery:

- a) Stated delivery periods are to be considered non-binding; we assume no liability for observing them if no fixed delivery date was expressly agreed.
- b) If weather conditions or road conditions do not permit technically perfect work we may cancel or interrupt construction work without this giving rise to a claim for the customer.
- c) Each delivery, even those that are part of ongoing contracts, is considered a separate transaction and has no influence on the others.
- d) Without demanding their purchase beforehand we may by one-sided declaration cancel from the contract any quantities that are not accepted within the fixed delivery period. For quantities already delivered, we are entitled to demand a refund for any price discounts that were granted for the entire contract volume. However, our right to claim for acceptance and/or damages remains unaffected. The costs of storage shall be borne by the buyer.

7. Shipment, storage:

- a) Unless otherwise agreed, shipment of the goods shall take place by means of transport selected at our discretion and always at the buyer's risk.
- b) Insofar as we warrant shelf life, it is 4 weeks for standardized and non-standardized instable cationic bitumen emulsions and special products, and 8 weeks from the date of delivery for anionic bitumen emulsions. In the event of frost the buyer shall ensure that the goods are stored protected from frost.

c) Normal, unhindered river and marine navigation are prerequisites for shipment by water. If river navigation is impaired, the goods will be transported by rail only if the buyer bears the extra costs that are incurred.

d) Any demurrage charges for river ships as well as any dock charges incurred as a result of late arrival of the transport ships at the steamship's loading place, or as a result of the steamship's delayed readiness for loading, shall in any case be borne by the buyer.

e) If the carrier accepts the shipment without complaints, any liability on our part due to improper packaging or loading as well as for loss or damage occurring en route is excluded.

8. Passing of risk:

The risk of accidental loss or accidental deterioration shall pass to the buyer after proper delivery of our shipment to the carriers or their agents, even if freight-free fob or cif delivery is agreed. The same applies in the event that we entrust our own persons with the delivery. Any damages and losses that occur after the risk has passed shall therefore be borne exclusively by the buyer, even if they resulted due to the fault of third parties, official measures, or force majeure. This also

applies to the means of shipment provided, for which the buyer is liable to us until they have been returned to our plant. Accordingly, the agreed rental and delay charges shall be paid to us until the means of shipment return and, in the event of damages, until completion of the repair or, in the event of loss, until replacement arrives.

8. Insurance:

a) We will cover the transport insurance for fob and cif sales only, with our authorized company in the invoice currency and invoice amount.

b) The selection of the authorized company is done at our fairly exercised discretion without any liability.

c) The risk of war and reprisals (seizure) is not included.

10. Payment:

a) Our invoices shall be payable immediately after receipt without deduction. Setoff by the buyer is excluded if his claim is not undisputed or res judicata. The same shall apply accordingly to the assertion of a right of retention, unless it is based on the same contractual relationship.

b) We are authorized to charge default interest in the amount of 9 percentage points above the basic interest rate (§ 247 German Civil Code) if the agreed payment date is not met. Any further damage caused by delay, in particular for exchange rate losses, shall remain unaffected by this.

c) Checks and bills of exchange will only be accepted on account of performance; we are not obligated to accept them.

d) Freight and other advances, discounting charges, and default interest as well as rental payments for tank wagons and barrels are always payable in cash immediately.

e) Advance payment or the provision of a security can be demanded at any time in place of the agreed payment method if doubts arise as to the buyer's solvency.

11. Retention of title:

We retain ownership of the delivered goods until the buyer has paid all claims under the business relationship and checks and bills of exchange given as payment have been fully redeemed. The retention of title also covers new items created by processing. If the goods are joined or commingled with things not belonging to the buyer we acquire co-ownership pursuant to §§ 947, 948 of the German Civil Code. The following shall apply as long as we still have claims under the business relations: The buyer is authorized to sell, process or consume the goods affected by the retention of title in the ordinary course of business. This right of the buyer shall expire if the buyer defaults on payment; in such a case the goods in stock and those received later shall be handed over to us. Asserting our retention of title cannot be interpreted as withdrawal from contract. If goods subject to the retention of title are sold, the buyer's claim to the recipient's consideration shall be transferred to us in the amount of the gross invoice without a formal transfer being required when the claim arises. The buyer is entitled to collect the claims assigned to us but must pay these amounts to us without undue delay. If the buyer fails to do the latter although it has defaulted on payment, the buyer's authority to collect shall expire and we are entitled to collect the claims assigned to us. If the value of the security given to us exceeds all claims under the business relations by a total of more than 10%, we shall be obligated to return it to that extent at the buyer's request. The foregoing provisions also apply to any claims that have arisen due to a performance effected by us in other ways. The buyer is not authorized to pledge the goods or the assigned claims or to transfer them by way of security. We shall be notified without undue delay of distraint by third parties. The buyer is obligated to insure the goods against fire and theft and to furnish us with proof thereof upon request.

12. Liability:

a) Claims for damages of the buyer, no matter on what legal grounds, as well as claims for compensation of futile expenses are excluded. This exclusion of liability does not apply in the case of negligent or intentional injury to life, body or health or in the case of grossly negligent or intentional damage to other legally protected assets. If there is only slight negligence in the case of a breach of essential contractual obligations, the buyer's claim for damages shall be limited to the foreseeable damage typical for the contract - except in the case of injury to life, body or health. In the event of an insignificant breach of duty, the liability for damages shall be fully precluded pursuant to § 281 (1) sentence 3 of the German Civil Code. This shall apply mutatis mutandis to liability for breaches of duty by our vicarious agents. A change in the burden of proof to the disadvantage of the buyer is not associated with the above provisions. The liability according to the German Product Liability Law remains unaffected.

b) In the event of force majeure (e.g., strikes, lockouts, raw material shortages, natural disaster, war) or of delays in delivery by our suppliers for which we are not responsible, the delivery period shall be extended by the duration of the hindrance to performance. Optionally, we have the right to withdraw from the contract in whole or in part without the purchaser being entitled to claim damages.

c) In the event of a justified notice of defect in due time, we shall be entitled initially to deliver a replacement or undertake repair at our expense. If these measures fail, the buyer shall be entitled to rescind the contract or reduce the price. Damages will be paid only if a warranted characteristic is lacking or a defect was fraudulently concealed.

d) If the buyer has rights of recourse in terms of §§ 478 et seq. of the German Civil Code, these shall be precluded if the buyer and its recipient have entered into agreements that go beyond the statutory rights or the rights granted by us to the buyer with regard to claims due to defects.

13. Place of performance, place of jurisdiction, applicable law:

Place of performance for payments is Ludwigshafen/Rhein. For deliveries ex plant the place of performance for the obligation incumbent upon us is the plant, for delivery ex warehouse, the warehouse. The provisions of the UN Sales Convention are excluded in their entirety. Only the law of the Federal Republic of Germany shall apply. The place of jurisdiction is Ludwigshafen/Rhein.

14. Data protection

With regard to the personal data of the purchaser or the employees of the purchaser, we shall comply with the statutory provisions, in particular the EU General Data Protection Regulation and the German Federal Data Protection Act. For the information required under Art. 13 of the EU General Data Protection Regulation on the processing of personal data, we refer to our information sheet "Information under Art. 13 of the EU General Data Protection Regulation on the General Conditions of Sale and Delivery", which is attached to these General Conditions of Sale and Delivery.

As of April 2019

Information pursuant to Art. 13 GDPR on the General Conditions of Sale and Delivery

Dear Ladies and Gentlemen,

We, Raschig GmbH, Mundenheimer Straße 100, 67061 Ludwigshafen, Germany, hereby inform you in accordance with Article 13 of the EU General Data Protection Regulation (GDPR) that Raschig GmbH, as the person responsible within the meaning of Art. 4 No. 7 GDPR, represented by Managing Director Ms. Zoe Bouligaraki, will collect the following personal data from you for the purpose of processing deliveries or services and, if applicable, transmit it to affiliated companies for processing:

Name of the related company, business contact details, company address, delivery address, data required for contract processing, transfer data for payments, transport documents, customs documents.

We process this data on the basis of the legitimate interest pursuant to Article 6 (1) f) GDPR and for the performance of contracts pursuant to Article 6 (1) b) GDPR or, where applicable, for the performance of legal provisions pursuant to Article 6 (1) c) GDPR. Our interest in your data is based on the need to contact you in order to fulfil our contractual obligations towards your employer or to initiate a contractual relationship.

Your data will only be used for the purposes of initiating or fulfilling the contract, transmitted to companies or third parties involved in fulfilling the contract and associated with Raschig GmbH for this purpose, which process your data within the framework of order data processing in accordance with our specifications for the above-mentioned purposes. In this context, the data will also be forwarded to countries outside the EU. By contractual guarantees the data protection level of the EU is kept or an impairment is kept as small as possible in the interest of the concerning for the completion of the contract.

You are entitled to demand the deletion of your data in accordance with Article 17 GDPR if certain reasons for deletion exist. This is particularly the case if they are no longer necessary for the purpose for which they were originally collected or processed.

Pursuant to Article 15 GDPR, you have the right of access to the personal data stored concerning you. If you discover that the data we have stored about you is incorrect, you have the right to correction in accordance with Article 16 GDPR. You have the right to limit the processing of your data. This means that although your data will not be deleted, it will be marked in order to restrict its further processing or use (Article 18 GDPR).

On request, we can send you a copy of your personal data or transfer it to another location in a common machine-readable format (Article 20 GDPR).

You have the right to object to lawful data processing which is in the public interest, in the exercise of official authority or in the legitimate interest of an authority (Article 21 GDPR).

If you have any questions regarding data protection at Raschig GmbH, please contact our data protection officer: **E-Mail: datenschutzbeauftragter@raschig.de**

If no agreement can be reached in the event of problems, you have the option of submitting a complaint to the responsible supervisory authority.

Raschig GmbH

As of November 2018