Sojitz SOLVADIS GmbH – General Terms and Conditions of Sale

I. Offer and Formation of Contract:

Sojitz SOLVADIS GmbH ("Seller") supplies and services shall be exclusively subject to these General Terms and Conditions ("Terms"). Any terms and/or conditions of purchase of Buyer shall only be effective if accepted by Seller in writing. Seller's Terms shall be deemed to be accepted at the latest on acceptance of the supply or the service. Seller's offers shall be non-binding. Any agreements shall not be legally effective unless confirmed by Seller in writing; the goods offered being subject to prior sale. Any prospectuses, drawings, advertising material etc. issued by Seller and any data contained therein with respect to weight, analysis and condition, for example, shall not constitute a guarantee and shall not be authoritative unless expressly declared by Seller as obligatory in writing. Indications of quantity are always approximate. Deviations of 10 % (plus or minus) shall be considered to be in conformance with the contract. Any amendments or modifications to a contract as well as any collateral arrangements shall be agreed upon in writing (this shall include e-mail but explicitly excludes written communication via other electronic means such as social media).

II. Terms of Payment:

1. Seller's prices are understood ex stock plus freight and value added tax, unless agreed otherwise. Payment shall be made promptly on delivery. Any bills of exchange and/or checks shall only be accepted subject to prior agreement and on account of performance – subject to the possibility of discounting – and shall not be considered as payment unless honored. Any charges shall be at Buyer's expense.
2. Unless expressly agreed otherwise, the measurements, weights, quantities and qualities set forth in Seller's or Seller's suppliers' documentation shall be authoritative for the purposes of invoicing and accounting.
3. Should any freights, charges or fees be introduced or raised after conclusion of a contract, Seller shall be entitled to modify the price accordingly even in the case of freight prepaid and/or customs-cleared delivery. Any canal tolls and/or cart road fees, demurrage and detention charges, surcharges for low water and/or high water, ice demurrage, etc. shall be at Buyer's expense. This also applies if additional costs arise due to war, riots, strike or comparable reasons.
4. Buyer shall not be entitled to retain or set off any payments because of any counter-claims, including claims from warranties, unless such counter-claims have been accepted by Seller in writing or has been established by a final and binding court decision.
5. Should Buyer not pay as agreed or insolvency proceedings be instituted against Buyer or should Seller come to know circumstances giving rise to serious doubts concerning the solvency or credit worthiness of Buyer or contract compliance by Buyer, Seller may – without prejudice to any other rights or remedies – cancel all existing contracts with Buyer of whatever kind, wholly or partly and instead Seller may at its option defer compliance of such contracts, making its performance dependent on an advance payment or the provision of suitable collaterals by Buyer or declare immediately due all receivables from an existing contract relationship.
6. Buyer shall be deemed to be in default if he has not paid the full purchase price within 7 calendar days from receipt of invoice and/or delivery of the goods (whichever date is earlier). In the event of delayed payment, Buyer shall pay interest from the due date, in the amount of 9 % above the respective base interest rate; Seller reserves the right to assert claims for damages.
7. Unless agreed otherwise, the place of payment shall be the registered domicile of Seller. As an essential term of contract, it shall be understood that Buyer makes payments in the currency set forth in the contract ("Contract Currency"). Buyer's obligation to make payments in the contract currency shall not be complied with or satisfied by the situation that Seller receives payments in a currency different from the contract currency due to a payment by Buyer under a passed judgement or its enforcement, insomuch as the payments in that other currency do not lead to receipt of the amount payable in the contract currency.

III. Conditions of delivery:

1. Terms and dates of delivery shall only apply approximately, unless Seller has expressly acknowledged them as binding in writing. Should Seller be in delay, Buyer shall grant Seller a reasonable extension. Upon elapse of such additional period of time, Buyer may cancel the contract for those quantities which were not delivered up to the elapsed additional period.
2. Unless expressly agreed otherwise, INCOTERMS in their respective latest version shall apply to all supplies. Place of performance shall be the place of the agreed delivery parity in accordance with INCOTERMS. Buyer shall bear all risks of the goods in transit even if Seller effects delivery with its own vehicles. Delivery is effected when the goods are delivered as per INCOTERMS or in the custody of the Buyer or its employees, vicarious agents or other persons who are entitled to exercise the custody on behalf of the Buyer. Delivery is also deemed to have been effected if the goods have been offered to the Buyer and the Buyer is in default of acceptance. As soon as delivery has been effected, the risk of accidental loss and accidental deterioration of the goods is passed to the Buyer. If the goods have to be delivered to another place than the place of performance, this risk is passed to Buyer as soon as Seller has handed the goods to the forwarding agent or other person or body specified for carrying out the shipment.
3. The fulfilment of Seller´s delivery obligation requires that the Buyer meets its co-operation duties. If those duties are not met, Seller reserves the right to claim defence of unperformed contact and plead non-performance of the contract according to. In case of a Free on Board (FOB) or "ex work" contract Seller reserves the right – at its own choice and upon written notice - to make appropriate shipping arrangements at the Buyer's expense and risk or to dispose of the goods otherwise if the Buyer does not supply sufficient shipping space in time. Where the Buyer arranges the transportation or collects the goods, the carrier and any other person engaged by the Buyer shall be deemed the Buyer's vicarious agent. The Buyer shall ensure that vehicles, transport equipment and personnel comply with all applicable requirements, in particular those relating to the carriage of dangerous goods, and with the safety and site regulations in force at the loading point. Seller shall be entitled to refuse loading where these requirements are not met; any resulting costs and risks shall be borne by the Buyer.
4. Seller is entitled to make partial delivery and/or to transshipment to a reasonable extent. Each partial delivery shall be separately invoiced and separately paid for unless agreed otherwise. Over- and short-deliveries are permissible. Where quantities are agreed to be called off, the Buyer shall call them off in reasonable partial quantities within the agreed period. If the Buyer fails to do so, Seller shall be entitled, upon a reasonable additional period, to deliver and invoice the outstanding quantity or to cancel the contract in respect thereof.
5. If not agreed otherwise Seller does not conclude insurance contracts for the delivery of the goods. If this, however, is contractually agreed upon Seller concludes such an insurance contract on account of the Buyer subject to conditions within Seller´s discretion.
6. If delivery is delayed or goods cannot be collected by the Buyer for reasons Seller is not responsible for, the Buyer bears the storage costs and the risk of transport to another storage facility if such transport is necessary. Otherwise, Seller is only liable for damages pursuant to Clause VI of these Terms. In case Seller arranges the transportation, transportation within the time stipulated in the contract is subject to the availability of sufficient freight and loading capacity. In case the place of delivery agreed upon is either Seller´s premises or the premises of one of Seller´s suppliers, the Buyer has to remove the delivered goods as soon as reasonably possible but not later than five working days after the written notification of placing the goods at the Buyer's disposal. After that the risk in the goods passes to the Buyer. In the event of lack of correct or timely self-supply Seller shall be entitled to delay or rescind this contract or the respective supply obligation.
7. If delivery is effected by means of road tankers subject to agreement, the selection of the size shall be at Seller´s option. Buyer shall be obligated to totally empty the tankers directly on arrival and return them promptly to the place of dispatch, freight and charges prepaid, unless instructions to the contrary are given. Seller shall make available the tankers free of lease for 72 hours. Unless the tankers are returned duly emptied within this mentioned period, Seller shall charge daily tanker rent. Seller´s tankers must not be used by Buyer in his own works or on behalf of third parties. It is a prerequisite for delivery "free on truck/road tanker" that the unloading place is readily accessible. Consignee shall be exclusively responsible for prompt and appropriate unloading. Any waiting times will be invoiced.

IV. Duty of inspection of incoming goods and Liability:

1. Even in the case of substantial deviation in kind or quantity, Buyer shall be obligated to immediately inspect the goods. In the event of hidden defects, the complaint shall be made immediately on detection. Buyer shall promptly raise any complaints for defects and inadequate quality in writing to Seller and attach the relevant evidence (§ 377 German Commercial Code). On expiration of a period of 12 months from the date of delivery, liability for hidden defects shall be excluded. Should Buyer not make available samples of the non-conforming goods upon request, any claims for defects shall expire. Without prejudice to the earlier limitation of claims, claims with respect to defects shall be subject to a limitation of 4 weeks from the rejection of a complaint for defects.
2. Should the goods delivered prove to be defective or non-conforming in any other respect, Seller shall at its own option, either eliminate the defects free of charge or supply non-defective and conforming goods free of charge against return of the defective goods. Should Seller not comply with these obligations or not in conformance with the contract within a reasonable period of time, Buyer may grant in writing an additional period for compliance with these obligations. On elapse of such an additional period or failure of the attempts for compliance, Buyer may demand a reasonable price discount or rescind the contract. Any other rights or claims of Buyer shall be excluded, without prejudice to any mandatory statutory rights. Seller shall not be liable for defects of quality which reduce the value or suitability of the goods only insignificantly. The limitation period for claims in respect of defects of quality shall be 12 months. This shall not apply insomuch as longer periods are mandatory by law.
3. Seller does not give any guarantees or warranties with regard to the marketability of the goods or their suitability for a defined purpose or in any other way, neither for a particular purpose or in any other respect.

V. Reservation of Title:

1. The goods and any related documents ("goods subject to reservation") shall remain Seller´s sole property up to the complete satisfaction and discharge of all Seller´s present and future claims and receivables based on our business relationship with Buyer. The retention of title refers to the acknowledged balance. Until the Buyer becomes the owner of the goods the Buyer shall store them safely and insured on its premises on our behalf free of charge and separately from its own goods or those of any other person and in a manner which makes them readily identifiable as Seller´s goods and marked as Seller´s goods with visible name plates stating "property of/ Eigentum von Sojitz SOLVADIS GmbH". Seller shall be entitled to inspect the goods at all reasonable times without prior notice. The sale, use or consumption of the goods subject to reservation shall only be allowable in the ordinary course of business. Buyer shall not be allowed to dispose of the goods subject to reservation, in particular pledge or chattel mortgage the goods subject to reservation nor allow such a disposal by others. Any claims or receivables arising to Buyer in connection with a resale or other disposal of the goods subject to reservation are herewith fully assigned by Buyer to Seller in advance. Buyer shall only be authorized to collect the claims and receivables assigned in the ordinary course of business and only subject to revocation. If the goods are delivered to another country than Germany the Buyer is obliged to take all necessary measures to preserve the retention of title or, if this should not be possible, to provide an equivalent security.
2. In case Buyer combines, mixes, blends, commingles or processes the goods subject to reservation with Seller´s goods, Seller shall acquire co-ownership of the new goods produced in proportion with the contributing values of the goods subject to reservation and the value of the other goods. Buyer's authorization to dispose of the goods subject to reservation and to combine, mix, blend, commingle or process them and to collect the claims and receivables assigned shall terminate ipso iure on non-compliance with the terms of payment, unauthorized disposal or also if insolvency proceedings are applied for or instituted against Buyer or if a substantial deterioration of Buyer's financial situation becomes apparent or known to Seller. In such cases, Seller shall be entitled to immediately take possession of the goods subject to reservation, to enter Buyer's premises for this purpose and to obtain all relevant information on the goods subject to reservation, and, if applicable, on any claims or receivables having arisen or resulting from their resale as well as to inspect Buyer's records inasmuch as this serves to secure Seller´s rights. Taking the goods back shall not be deemed to be a rescission of the contract. Seller shall be entitled to utilize the goods taken back in a reasonable manner and to credit the proceeds thus obtained – net of the utilization expenses – to the purchase price still owed.
3. The Buyer hereby assigns all claims resulting from the resale of goods with retained title including all accessory rights to Seller in advance. The claims serve to protect Seller´s rights in the same manner as the goods to which the title has been retained. Seller herewith accepts the assignment Where goods with retained title are sold together with other goods not purchased from Seller the assignment of claim resulting from the sale shall be limited to the amount of the invoice value of such sold goods to which Seller had retained the title. If the Buyer uses goods with retained title for manufacture or assembly the foregoing sentence applies correspondingly to the claim arising therefrom. Should the value of the collateral or security given to Seller exceed Seller´s receivables and claims by more than 20 %, Seller shall release the excess security or collateral upon Buyer's request.
4. Buyer has to inform Seller in writing and without delay about all claims enforced by third parties in respect of goods with retained title or claims assigned to Seller.

VI. Damages and Indemnity:

1. Seller is liable according to the statutory provisions for damages resulting from intent or gross negligence, including a culpable fundamental breach of contract. Seller´s further liability for damages is excluded regardless of whether the claim is based on contractual or statutory rights, including claims from pre-contractual relationships, breach of accessory contractual duties, or unauthorized action not causing damage to the object supplied; nor shall Seller be liable for any consequential damage due to defects, unforeseeable damage, or loss of anticipated profits. This includes, without limitation, accidents occurring when entering means of transportation or during unloading, and damage caused by third-party vehicles transporting the goods; however, the Buyer may demand that Seller assigns any claims arising against such third parties. As far as Seller´s liability is excluded or restricted under this Clause, this shall also apply to the liability of Seller´s representatives, staff members, vicarious agents and any person entrusted with fulfilling our obligations under this contract.
2. Claims of the Buyer in cases of personal injury or impairment of health, and any right of recourse under the statutory provisions on consumer goods purchase and the Product Liability Act, remain unaffected. The Buyer shall inform Seller immediately of any possible case of recourse. If the Seller is in delay with any of its obligations, the Seller shall only be liable for damages caused by gross negligence or willful misconduct.

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3. If possible, Seller assigns to the Buyer warranty claims which Seller has against its own suppliers.
4. The Buyer is responsible for any infringement of Intellectual Property (e.g, patent rights, trademarks) of third persons in every country if the infringement has been caused by Buyer. The Buyer is obliged to indemnify Seller against third persons' claims due to an infringement of the rights mentioned in this paragraph.
5. The Buyer shall indemnify Seller against any claim made by any third party and all damages awarded against Seller and all costs and disbursements (including solicitor and counsel fees) incurred by Seller arising from the use of goods by any third party if the goods (a) have been modified or adapted by the Buyer or have been combined with other products by the Buyer not specifically supplied by Seller for combination with such goods; or (b) have had any process, operation or treatment applied to them unless specifically recommended by Seller .

VII. Buyers´ Breach of Contractual Duties:

In case the Buyer has abandoned or failed to perform its duties under this contract (including the duty to provide the security or payment within requested time period) or another contract between the Buyer and Seller, Seller is – at its own choice and upon written notice to the Buyer – entitled to one or more of the following (a) to terminate the contract; (b) to entirely or partially refuse the delivery of the goods which have been ordered; (c) to take back the goods which have been delivered under reservation of title and to enter the Buyer's premises for this purpose after the contract has been cancelled; (d) to demand from the Buyer immediate payment of the purchase price and settlement of all claims; (e) to sell the goods at conditions of Seller´s choice without special notice to the Buyer.

VIII. Force Majeure:

1. Should events occur which are beyond Seller´s control or caused by Force Majeure and prevents Seller or its suppliers from performing delivery or transport, Seller shall be exempted from the duty to deliver for the duration of the event and a reasonable period thereafter to restart business without being obliged to pay any compensation -except in cases of gross negligence or intent on Seller´s part- nor being obliged to procure goods from other sources. Force Majeure as specified shall also be deemed to be hindrances causing prohibitive costs to us such as governmental acts, shortage of raw materials, transport difficulties and mechanical damage, as well as export or import prohibitions, other governmental restrictions, war, blockade, revolutions, riots, strikes, public disturbances, floods, fire, earthquakes, or exceptional price increases of raw materials or transportation. Cases of Force Majeure affecting our suppliers shall be considered Force Majeure of Seller. In the event of Force Majeure, Seller is obliged to notify Buyer in writing within 7 days of becoming aware of the circumstances.
2. Should Buyer invoke a case of Force Majeure with respect to such quantities for which Seller has already booked (means of transportation or warehousing capacities), Buyer shall be obligated to reimburse Seller any costs thus incurred, such as dead freight or cancelling charges.
3. Buyer hereby accepts a corresponding reduction of the quantity ordered, corresponding to the extent of the shortfall in Seller´s own supply. If the obstruction will presumably not come to an end within a reasonable period of time, Seller is entitled to cancel the contract entirely or partially; the Buyer has no right to claim damages for breach of contract or late delivery, unless caused by gross negligence or intent. Once such obstacles have been removed, Seller may deliver to Buyer the affected, non-delivered quantities at the terms of the contract unless the parties agree otherwise.

IX. Compliance with Laws:

1. Buyer shall at all times conduct its operations and activities in strict compliance with all applicable laws, rules and regulations including without limitation, those relating to anti-bribery and anti-corruption, export controls, trade sanctions and embargoes, including those enforced by European national laws, the European Union, the United States (e.g., OFAC), the United Kingdom, and the United Nations. Under no circumstances shall the Buyer re-export, resell or transfer the Goods and/or related technology to any country, entity or individual subject to such sanctions or embargoes. A breach of this clause shall be considered material and Seller will be entitled to terminate the contract with immediate effect by notice in writing.
2. Seller is entitled to save and use data within the range of the business relations with the Buyer in accordance with the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).
3. If the registered office of the Buyer is in Germany, Seller commissions Buyer as a third party to take over the recycling of the packaging at Buyer´s expense to take back and recycle the packaging (according to Regulation (EU) 2025/40 or its national implementations such as the German Packaging Law Implementation Act).
4. Without prejudice to any confidentiality or non-disclosure agreement between the Parties, the Buyer shall keep strictly confidential all information and documentation disclosed by the Seller relating to the Seller's specifications, trade secrets, proprietary processes, know-how or business methods, or otherwise designated as confidential. The Buyer shall not use such information for any purpose other than the performance of the Contract, nor copy or disclose it to any third party, except with the Seller's prior written consent or as required by applicable law.

X. ESG Regulation

1. Environmental: Buyer shall comply with all applicable environmental and chemical safety laws, including, where applicable, REACH, RoHS and the EU Packaging and Packaging Waste Regulation (PPWR), and shall ensure proper handling, storage, transport and disposal of the Goods, packaging and hazardous substances. Buyer shall comply with applicable Safety Data Sheet **(SDS)** requirements, and use reasonable efforts to promote green logistics, including efficient transport, route optimisation and recyclable or reusable packaging.
2. Social: Buyer shall comply with all applicable human rights, labour, health and safety laws and recognized ILO standards, including requirements relating to child labour, forced labour and modern slavery. Buyer shall ensure appropriate workplace safety measures, including compliance with relevant chemical handling procedures and PPE requirements, and shall use reasonable efforts to promote responsible and ethical sourcing throughout its relevant supply chain.
3. Governance: Buyer shall comply with all applicable anti-bribery, anti-corruption, anti-money laundering and competition laws, as well as the Seller's Code of Conduct. Buyer shall maintain appropriate compliance, internal reporting and whistleblowing mechanisms that allow suspected legal, ethical, social or environmental violations to be reported confidentially and without retaliation. Upon reasonable notice, the Seller reserves the right, upon reasonable notice, to conduct or appoint an independent third party to conduct audits of relevant records, processes and facilities to verify compliance with this clause, subject to reasonable confidentiality and operational requirements.

XI. Place of Performance, jurisdiction, Governing Law:

The place of performance for our supplies shall be the Supplier's works in the case of ex works delivery and, in the case of delivery ex warehouse, the warehouse. The place of jurisdiction shall be Frankfurt am Main, but Seller may also bring an action at the place of establishment and Seller shall be entitled to file a suit against Buyer at his registered domicile. All contracts and other legal relationship between Seller and Buyer shall be governed by German law. The applicability of the UN Convention on the International Sale of Goods (CISG) shall be excluded.

XII. Miscellaneous:

1. The headings of the provisions of these Terms are included for convenience only and shall not affect the interpretation of these Terms. Should one or several of the provisions contained in these Terms be invalid or unenforceable, this shall not affect the validity of the other provisions and of the contract. The Parties shall replace any invalid or unenforceable conditions by valid provisions which come nearest to the purpose intended by the invalid or unenforceable conditions.
2. Any notices in connection with the contract may be given by facsimile or e-mail explicitly excluding other electronic means such as social medias).
3. Buyer shall not be entitled to assign rights and/or duties under the contract, wholly or in part without prior written consent of Seller. Any assignments of the contract by Seller shall be allowable subject to written notice to Buyer if the assignee is an affiliated company of Seller.
4. No failure or delay on our part in exercising any right or authority shall operate as a waiver of such a right or such an authority nor shall any single or partial exercise of a right or an authority operate as a waiver thereof.
5. In case of any interpretation discrepancies between the German and the English version of these Terms the German version shall prevail.