

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR SMARGO® WEBSHOP**1. GENERAL, REGISTRATION**

- 1.1 All sales and deliveries of products ("Products") by Wacker Chemie AG or any of its affiliates as defined in Art. 15 of German Corporate Act (AktG) (hereinafter: "Wacker") to any of its customers ("Customer") processed via the SMARGO® Webshop shall be exclusively governed by the following General Terms and Conditions of Sale and Delivery ("GTC"). Other provisions, in particular the Customers' General Terms and Conditions shall not apply, even if Wacker has not explicitly rejected such conditions. These GTC shall apply exclusively also in the event that Wacker provides services unreservedly while being aware that contrary or deviating terms and conditions exist.
- 1.2 These GTC apply only where the Customer qualifies as an entrepreneur according to Section 14 of the German Civil Code, a legal person under public law, or a special fund under public law. "Entrepreneur" in this context means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade. The individual concluding this Agreement warrants and represents that he is legally entitled to conclude the Agreement on behalf of the Customer.
- 1.3 These GTC and the product description as provided by WACKER in the course of ordering process via the SMARGO® Webshop as specified below constitute the whole and entire agreement between WACKER and the Customer ("Agreement").
- 1.4 The Customer may not enter into Agreement with WACKER in case the Customer qualifies as a consumer according to Section 13 of the German Civil Code. "Consumer" in this context is a natural person who enters into a legal transaction for purposes that predominantly are outside his/her trade, business or profession.
- 1.5 The Customer may order the Products via the SMARGO® Webshop available online at www.buyonline.wacker.com. For this purpose, the Customer shall register at the SMARGO® Webshop and set up a user account. WACKER reserves the right to refuse the registration of a Customer at the SMARGO® Webshop. After successful registration, the Customer will be able to use the SMARGO® Webshop, as provided by WACKER. WACKER does not warrant or guarantee a permanent availability of the SMARGO® Webshop.

2. OFFERS, PURCHASE ORDERS

Any form of general or specific offer made by Wacker via the SMARGO® Webshop does not constitute a binding offer to conclude a purchase contract, but rather an invitation to submit an offer. The Customer can submit his purchase offer via the ordering system integrated in the SMARGO® Webshop. When purchasing via the SMARGO® Webshop, the Products whose purchase is intended are placed in a virtual "shopping basket". By clicking the button "Go to shopping basket", the Customer can call up the "shopping basket" and make changes there. Before the final submission of the purchase offer, the Customer has the opportunity to check his details again, to change them or to cancel the purchase. By submitting the order via the "Submit order" button, the Customer submits a binding offer which shall become binding for Wacker only upon order acceptance, not merely by issuing an order receipt confirmation. Wacker may accept purchase orders within one week from receipt thereof. The order acceptance will be made available to the Customer on the SMARGO® Webshop portal and separately via e-mail.

3. DELIVERY OF PRODUCTS

- 3.1 Unless otherwise agreed, deliveries shall be CIP registered address of the Customer during the registration process (or as updated in the user profile by the Customer after registration) (Incoterms 2010). The risk of loss, theft or damage of Products shall pass to the Customer at the time at which WACKER hands over the Product to the respective forwarder, carrier or other person or body specified to carry out the shipment of the Product. In the event shipment is delayed due to circumstances over which the Customer has control, risk transfers to the Customer at the time the Customer is notified that the order is ready to be shipped.
- 3.2 Delivery terms and delivery dates specified by Wacker shall be non-binding and serve as an estimate. Wacker shall be in default only if a reasonable time for delivery set in writing by the customer lapses unsuccessfully. The customer shall set the expiry of such a term to a date at least four weeks after the expiry of the non-binding delivery term or non-binding delivery date.
- 3.3 Wacker shall not be in default of delivery, if suppliers of Wacker fail to deliver the Products in a proper or timely manner due to reasons beyond Wacker's sphere of responsibility.
- 3.4 Wacker shall be entitled to make partial deliveries of Products provided that the acceptance of such partial deliveries is reasonable for the Customer and, in particular, if the delivery of the remaining Products ordered is ensured and no significant additional expenditure or additional cost arise for the Customer as a result thereof (unless Wacker agrees to bear such cost). Each partial delivery may be invoiced separately.
- 3.5 The Customer shall be in default of acceptance, if it fails to accept the Products after Wacker has notified the Customer sufficiently in advance when the Products are expected to arrive at the Customer; that notice may cover a period of more than one working day if so required due to logistical requirements. The Customer shall be in default of acceptance, if it fails to accept the Products within that timeframe.
- 3.6 If the Customer is in default of acceptance or if the usual time taken for unloading is exceeded at the time of acceptance, it shall be charged the additional cost arising as a result, such as container rental cost and other storage cost. Wacker shall be entitled to charge the customer 0.1% of the amount invoiced for the stored Products per calendar day of storage as lump-sum compensation for storage costs. However, the

Customer shall be charged a maximum of 1% per calendar month, unless it provides evidence that damages incurred are lower. Wacker reserves the right to submit evidence of greater damages. However, Wacker shall be entitled to find alternative ways to dispose of the Products, if attempts to determine a reasonable period of time are unsuccessful.

- 3.7 The Customer is required to notify any complaints about the Product that has been delivered or the amount of the invoice to WACKER in writing and with an accurate substantiation within fourteen (14) days failing which the Customer will be deemed to have accepted the Products delivered or the amount of the invoice, respectively. Section 377 of the German Commercial Code and the provisions of Section 6.1 of these GTC remain unaffected.

4. PRICES AND PAYMENT

- 4.1 The price for the delivery of the Product is agreed between the parties in the course of the order process via the SMARGO® Webshop.
- 4.2 Unless otherwise agreed, the invoices shall be paid in advance, i.e. WACKER shall commence executing the confirmed order only after receipt of payment of the respective invoice. Payments may be made immediately upon receipt of the invoice but not later than 10 business days and a business day shall be each day that is neither a public holiday nor a banking holiday in Munich, Germany. Invoices shall be paid without deduction and immediately after receipt via bank transfer into one of the accounts indicated by WACKER on the invoice. Unless otherwise agreed, payments shall be made in the currency indicated in the invoice. The obligation to pay the invoiced price shall be deemed fulfilled when the amount has been irrevocably credited to WACKER's designated bank account.
- 4.3 If the invoiced price has not been credited to WACKER's designated bank account within the latest payment date, the Customer shall be deemed to be in default with its payment obligations ("Verzug", Section 286 of the German Civil Code). WACKER shall be deemed to have terminated the purchase order due to payment default of the Customer without the need to communicate a due date for the performance of the payment obligation (Section 286 Par. 2 no. 1 of the German Civil Code) if the Customer does not pay the invoiced price within five (5) business days immediately following the lapse of the latest payment date. WACKER shall not be deemed to have terminated the purchase order pursuant to the foregoing sentence if the amount by which the Customer is in default is minimal only or if the payment has not been credited to WACKER without any contributing cause on the side of the Customer.

5. QUALITY OF PRODUCTS, INFORMATION AND USE, GUARANTEES

- 5.1 As regards the quality of the Products, only the specification stated on the respective certificate of analysis, which is issued with each delivery, shall apply. The Customer shall be solely responsible for verifying that the Products are suitable for the desired purposes.
- 5.2 Information provided by Wacker in writing, verbally or in any other form with regard to suitability, including application, processing or another use are rendered to the best of Wacker's knowledge; however, all of the above shall be deemed non-binding information only. The information shall not release the Customer from verifying on its own behalf the suitability of Products delivered by Wacker for the intended purposes. Application, processing and any other use of the Products are beyond Wacker's control and shall therefore be the Customer's responsibility. Guarantees, particularly guarantees of quality shall be binding on Wacker only to the extent that (i) they are included in an offer or order confirmation, (ii) they are referred to expressly as "guarantee" or "guarantee of quality", and (iii) Wacker's duties from such guarantee are expressly stated.

6. WARRANTY RIGHTS

- 6.1 The Customer's warranty rights shall be contingent on the Customer having performed an inspection of Products upon delivery and defects being duly notified in accordance with Section 377 of the German Commercial Code (HGB).
- 6.2 Notification of defects shall be made in writing and specify the defect. Defects on account of incomplete delivery or other evident defects shall be notified to Wacker in writing without delay, or, at the latest within one week from delivery. Hidden defects shall be notified without delay or, at the latest within one week from their discovery. Acceptance of Products shall not be refused on grounds of minor defects. Belated claims for defects shall be excluded. The Customer shall bear the cost incurred from the inspection of Products. Defective Products shall be made available to Wacker for inspection on demand.
- 6.3 Wacker shall provide subsequent performance (Nacherfüllung) for defective Products by, at its sole discretion, either eliminating the defect (rectification of defects/Nachbesserung) or delivering Products free of defects (subsequent delivery/Nachlieferung). Subsequent performance shall be made without recognition of a legal obligation. If Wacker chooses to provide supplementary performance by eliminating the defect, the remaining part of the original statutory period begins as of the date the rectified Products are returned. The same applies in the case of subsequent delivery.
- 6.4 If subsequent performance fails, the Customer shall be entitled to rescind the contract. The right to reduce the purchase price shall be excluded. Additional claims for defects, regardless of the type of claim, are excluded, except for claims for damages, which are subject to the limitations set out in Section 7 of these GTC.
- 6.5 The Customer shall bear any reasonable cost incurred from an unjustified enforcement of warranty rights (e.g. product was not defective); the same shall apply, if Wacker erroneously grants warranty rights without being obliged to do so.

- 6.6 The warranty period shall be one (1) year from delivery. However, this limitation shall not apply, if (i) a defect was fraudulently concealed or (ii) if a guarantee for the quality of Products was provided, in which case the guarantee provision or limitation period as set out in the guarantee shall apply) or (iii) in the cases referred to in Section 438 section 1 No. 2 BGB (German Civil Code). As for claims for damages, this limitation shall not apply in the following cases: (i) Damage to life, body or health, (ii) intent and (iii) gross negligence on the part of Wacker's management or executive staff.
7. **LIABILITY**
- 7.1 As a basic principle, Wacker shall be liable to the Customer in accordance with the legal requirements for all damages caused in connection with the delivery. However, the following liability limitations set out under Section 7.2 through 7.5 shall apply for all claims for damages, independent of the legal base, and with the exception of claims raised by the Customer (i) based on the belief that damages were caused intentionally, (ii) under the product liability act, (iii) due to fraudulently concealed defects, (iv) due to defects in regards to which a quality guarantee was provided (here too, a liability provision or limitation period due to the guarantee may apply), (v) resulting from the damage to life, body or health or (vi) due to gross negligence on the part of Wacker's management or executive staff.
- 7.2 In the case of ordinary negligence, Wacker shall be liable only for damages resulting from the violation of essential contractual duties the performance of which is required for the due execution of the contract and the observance of which the contracting partner relies on and may rely on, regularly. In this case, however, liability shall be limited to the typically foreseeable damage. This limitation of liability shall also apply to damages caused by gross negligence by Wacker employees or representatives who do not belong to the management or executive staff.
- 7.3 Liability for cases specified under Section 7.2 shall be limited to double the purchase price of the delivery concerned.
- 7.4 For cases specified under Section 7.2, the limitation period shall be two years after the date on which the claim arose and the Customer gained knowledge of the circumstances substantiating the claim. The Customer may not bring forth any claim against Wacker after three years from the event that triggered the damage independent of the Customer's knowledge thereof. The statute of limitation for damage claims due to defects shall be determined in accordance with Section 6.6.
- 7.5 The above limitation of liability shall also apply to damage claims raised by the Customer against Wacker's management, executives, employees or representatives.
8. **FORCE MAJEURE**
- In the event of Wacker being unable to fulfill their contractual duties as a result of force majeure (i.e. mobilization, war, terrorism, insurgency, natural catastrophes, fire) or due to other unforeseeable circumstances for which Wacker bears no responsibility (i.e. strikes or lawful lockouts, operation or transport interruptions, difficulties with the procurement of raw material, inadequate delivery from suppliers, any embargos, export and import restrictions (including those of the United States of America) applicable to the WACKER group of companies in respect of the shipping or delivery of the Products), the delivery terms agreed on shall be extended by the duration of the obstruction plus an appropriate resumption time. Furthermore, Wacker shall not be held responsible for the circumstances mentioned if they occur during an already existing delay. Wacker shall notify the customer as soon as possible of the start and expected end of such circumstances. If the obstruction lasts six months or longer, both parties shall be entitled to rescind the contract.
9. **ADHERENCE TO REGULATIONS AND EXPORT REGULATION**
- 9.1 The Customer shall adhere to all legal regulations and official requirements as well as to all applicable laws and particularly to the export regulations and laws of the country in which the Customer is conducting business. The Customer shall obtain all required authorizations and licenses in due time as well as all other permissions, which are required as per such applicable laws for the use and export of Products.
- 9.2 Wacker shall be entitled to retain delivery from the Customer if, without Wacker's fault or sharing in the responsibility in such, the Customer violates such applicable laws or if not all of the required permissions have been obtained.
10. **ADHERENCE TO EXPORT CONTROL REGULATIONS**
- 10.1 The supply of Products is subject to the provisions that the performance of the obligations does not result in any member of the Wacker group of companies being in violation of any national or international export control regulations, including embargoes or other sanctions (the "Sanctions").
- Customer undertakes to provide all information and documents required for the export or transfer. Delays due to export examinations or permission procedures shall not be applicable to any time limits and delivery periods applicable to the supply of Products. If required permissions are not granted by the relevant authority, or if the delivery and service is not permissible under Sanctions, the contract shall be deemed as not concluded with regard to the parts of it that are concerned.
- 10.2 Wacker is entitled to terminate the contract without notice if termination on the part of Wacker is required to procure compliance with Sanctions by a member of the Wacker group of companies.
- 10.3 In the event of a termination according to clause 10.2, the assertion of any claim for damages or the assertion of other rights by the Customer based on or in relation to the termination is excluded.
- 10.4 Customer undertakes to comply with applicable regulations of national and international export control law in connection with the transfer of the Products (including any transformation of Products) to third parties. Customer shall adhere to all legal regulations and official requirements as well as to all applicable laws and particularly to the export regulations and laws of the country in which Customer is conducting business. Customer shall obtain all required authorizations and licenses in due time as well as all other permissions, which are required as per such applicable laws for the use and export of Products.
- 10.5 Wacker shall be entitled to retain delivery from the Customer if, without Wacker's fault or sharing in the responsibility in such, the customer violates such applicable laws or if not all of the required permissions have been obtained.
11. **DATA PROTECTION AND CONFIDENTIALITY**
- 11.1 Any collection of personal and non-personal data shall be in accordance with the WACKER data protection policy which can be found here: <https://www.wacker.com/cms/en-de/global-contents/privacy.html>.
- 11.2 The Customer agrees that all information received from WACKER shall be kept confidential. This applies in particular to any information regarding availability of Products and prices for Products.
12. **DELETION OF ACCOUNT / SUSPENSION OF SERVICES**
- 12.1 The Customer may request deletion of its account with the SMARGO® Webshop at any time.
- 12.2 WACKER may suspend the Customer's account at the SMARGO® Webshop at any time, in case WACKER reasonably suspects that the Customer is in breach of his contractual obligations under this Agreement. The Customer's right to provide counter-proof remains unaffected.
13. **APPLICABLE LAW, PLACE OF JURISDICTION, MISCELLANEOUS**
- 13.1 All legal relationships between Wacker and the customer shall be subject to German law under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.2 Exclusive jurisdiction and legal venue for all disputes resulting from or in connection with a delivery shall be Munich. However, Wacker shall be entitled to institute proceedings against the customer at its place of business.
- 13.3 Should individual provisions of these GTC be or become null and void, the validity of the remaining provisions shall remain unaffected.