

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

"**Contract**" means these conditions of sale, the product specification agreed between the parties, the order confirmation by KLKEMM and any special terms expressly agreed as forming part of the Contract;

"**Buyer**" means that natural or legal person whose order for Products is accepted by KLKEMM;

The term "**packaging**" includes all containers including bags, drums, pallets, IBCs, tanks, roadtankcars, ISO-tankcontainers, railwaytanks and barges;

"**Conditions**" means the terms and conditions set out in this document;

"**Delivery Point**" means the point of delivery to Buyer in accordance with the agreed INCOTERMS Clause;

"**Products**" means the products to be supplied under the Contract;

"**INCOTERMS**" mean the current trade terms of the International Chamber of Commerce;

"**KLKEMM**" means KLK Emmerich GmbH, Steintor 9, D-46446 Emmerich am Rhein with its locations in Emmerich and Düsseldorf.

"**Product Specification**" means the standard specification given by KLKEMM for the respective product, unless another quality is expressly agreed between the parties.

### 2. SCOPE OF APPLICATION, DEVIATING AGREEMENTS

2.1 These Conditions shall exclusively apply to all purchase and delivery contracts concluded by KLKEMM with the Buyer, including any ancillary agreements, provided that the Buyer is an entrepreneur and concludes the contract in the exercise of his commercial or independent professional activity within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB").

2.2 Deviating terms and conditions of the Buyer or rules and regulations of other organizations (e.g. FOSFA, NOFOTA, GROFOR etc.), which are not expressly recognized by KLKEMM, shall not apply.

2.3 These Conditions apply, without the need for an express agreement, in the case of ongoing business relations to all future transactions between the Parties as well as when KLKEMM, in the knowledge of the Buyer's opposing or different terms and conditions, carries out the delivery or service without reservation.

### 3. CONTRACT CONCLUSION

3.1 KLKEMM's offers are subject to change without notice unless expressly marked as binding. Verbal or written orders constitute a binding offer to which the buyer is bound for 14 days.

3.2 The Contract is only concluded by KLKEMM's order confirmation or by KLEMM's delivery of the ordered products.

3.3 Only the quality agreed between the parties within the scope of the product specification shall be decisive for the freedom from defects of the products. Objective and subjective requirements for the products exceeding the quality agreed upon in the product specification are excluded.

3.4 Unless otherwise stipulated in the quality agreed between the parties, variations which are customary in trade are permitted in any case. A guarantee (§ 443 German Civil Code) shall only be given by KLKEMM if it is expressly designated as such in writing.

3.5 Descriptions and specifications of the Products contained in brochures or other advertising materials are for general information only and do not constitute agreed specifications for the Products (cf. **Clause 8.3**).

### 4. DELIVERY PERIOD/DATE, DELAY IN DELIVERY AND ITS CONSEQUENCES

4.1 The delivery period or delivery date will be agreed individually between the parties and specified in the order confirmation upon acceptance of the order by KLKEMM. Absolute fixed dates must be marked with a corresponding suffix.

4.2 The occurrence of a delay in delivery by KLKEMM is determined by the statutory provisions. In any case, however, a reminder by the Buyer is required. The statutory right of the buyer to withdraw from the contract if he has unsuccessfully set KLKEMM a reasonable deadline for performance or subsequent performance remains unaffected.

4.3 If KLKEMM is unable to comply with binding delivery periods or delivery dates for reasons KLKEMM is not responsible for ("**non-availability of performance**"), KLKEMM shall inform Buyer thereof without undue delay and at the same time inform Buyer of the expected new delivery period or delivery date. If the ordered products are still not available within the new delivery period or by the new delivery date, KLKEMM shall be entitled to withdraw from the contract in whole or in part; in this case KLKEMM shall immediately refund any consideration already paid by Buyer. A case of non-availability of performance in this sense is in particular the non-timely self-supply of KLKEMM by its suppliers, if KLKEMM has concluded a congruent covering transaction, neither KLKEMM nor its suppliers are at fault or KLKEMM is not obliged to procure in the individual case.

### 5. DELIVERY, TRANSFER OF RISK

5.1 Unless otherwise expressly agreed between the parties, deliveries of the products shall be made FCA Free Carrier (INCOTERMS 2020) ex our works in Düsseldorf or Emmerich. The transfer of risk with regard to the products to be delivered shall also be governed by this Incoterm.

5.2 Notwithstanding any other claims, KLKEMM has the right to demand advance payment or provision of security and to delay the fulfilment of its own obligations in the event that, following Contract closure, facts become known which question the Buyer's reliability, in particular with respect to the Buyer's ability to pay, unless the Buyer can prove that there is no reasonable reason to doubt its reliability, in particular its solvency.

5.3 KLKEMM shall be entitled to withdraw from the contract in whole or in part, if the Buyer has provided false information regarding its credit worthiness, or when, based upon reliable information, the Buyer's credit worthiness is objectively found not to exist. In this case, any and all claims for compensation by the Buyer arising from KLKEMM's withdrawal from the Contract are excluded.

5.4 If a product, its production and/or its distribution is prohibited or forbidden by law or by official order and/or regulation after the conclusion of the contract, KLKEMM is entitled to stop the delivery of the product concerned and to withdraw from the contract. KLKEMM shall also be entitled to these rights if compliance with the relevant laws and regulations that have changed after the conclusion of the contract would mean a disproportionate effort for KLKEMM, especially in financial terms. The Buyer is not entitled to any claims for compensation against KLKEMM in the aforementioned cases.

5.5 In the event that the Buyer is in default of acceptance, if he fails to cooperate or if our delivery is delayed for other reasons for which the buyer is responsible, KLKEMM shall be entitled to claim compensation for the resulting damage including (e.g. costs of return transport, demurrage, storage, redelivery or disposal). Further claims of KLKEMM shall remain unaffected. In this case, the risk of accidental loss or accidental deterioration of the products shall pass to the Buyer at the time of default of acceptance or other breach of obligations to cooperate.

## **6. PRICE, CONDITION OF PAYMENT, DEFAULT OF PAYMENT, PROHIBITION OF SET-OFF AND RETENTION**

6.1 The price will be agreed in each individual case. The price is net plus the applicable sales tax and, if applicable, plus all other applicable taxes and levies, unless expressly agreed otherwise.

6.2 Unless otherwise expressly agreed, the price shall be FCA Free Carrier (INCOTERMS 2020) ex our works in Düsseldorf or Emmerich.

6.3 Unless expressly agreed otherwise, the purchase price is due for payment without deductions within 30 days net from the date of invoice.

6.4 In case of default of payment, KLKEMM shall charge interest at 9 percentage points above the respective basic interest rate of the European Central bank per annum. KLKEMM expressly reserves the right to claim further damage caused by delay.

6.5 KLKEMM's claims become due immediately, irrespective of the term of cheques, bills of exchange or letters of credit accepted on account of performance, if contractual agreements have been seriously violated by the Buyer and the Buyer is responsible for this.

6.6 The Buyer shall only be entitled to offset insofar as his counterclaims are undisputed, ready for a decision or legally established. Excluded from this are counterclaims of the Buyer which are in a reciprocal relationship to the main performance of KLKEMM and concern the contractual core area. The Buyer is only entitled to assert rights of retention on the basis of counterclaims from the same contractual relationship.

## **7. FORCE MAJEURE**

In cases of force majeure or other events unforeseeable at the time of conclusion of the contract, which KLKEMM could not avert despite reasonable care according to the circumstances of the individual case, irrespective of whether they occurred at KLKEMM or at its suppliers or sub-suppliers (reservation of self-supply), such as e.g. war, natural disasters, epidemics, operational disturbances and/or interruptions, lawful strikes, lockouts or official orders, lack and/or shortage of operating materials, raw materials and/or energy, including delivery bottlenecks, performance disturbances, supply disturbances at raw material suppliers and/or sub-suppliers of KLKEMM, as well as traffic and shipping disturbances, transport bottlenecks, e. g. due to unavailability of containers, and disproportionately increased transport costs, these delivery periods/deadlines will be extended by the duration of the hindrance and a reasonable start-up period. KLKEMM will inform the Buyer immediately about the unavailability of the service. If such a disruption leads to a delay in performance of more than four months, KLKEMM may withdraw from the contract. If, as a result of the aforementioned circumstances, delivery becomes impossible or unreasonable without KLKEMM being responsible for this, KLKEMM is entitled to withdraw from the contract in whole or in part due to the part not yet fulfilled. In the aforementioned cases of withdrawal, the Buyer is not obligated to render counter-performance; the Buyer is not entitled to any claims for damages against KLKEMM as a result. Possible legal rights of withdrawal remain unaffected. The cases of force majeure expressly include the currently existing and ongoing Corona pandemic including the resulting consequences for the national and international movement of goods.

## **8. WARRANTIES, OBLIGATIONS TO INSPECT AND IDENTIFY DEFECTS**

8.1 The Buyer must carefully inspect the products without delay after their arrival at the destination point, in particular as to condition and quantity, even if examples or samples have been previously sent or the delivery of products is accompanied by a certificate of analysis. Obvious defects must be notified expressly by the Buyer to KLKEMM without delay at the latest however within 14 calendar days. Concealed defects must be notified expressly by the Buyer to KLKEMM without delay at the latest however within 14 calendar days of discovery of the defect. If the defect was

already recognizable to the Buyer at an earlier point in time during normal use, this earlier point in time shall be decisive for the beginning of the period for lodging a complaint. Any breach of the obligation to identify defects excludes a claim for defects to that extent.

8.2 Insofar as a defect exists which has been notified within the correct time limits prescribed in **Clause 8.1**, the Buyer shall be entitled, at KLKEMM's option, to rectification of the defect or delivery of a defect-free item ("subsequent performance") within a reasonable deadline. Subsequent performance shall take place at the place of the original delivery; it shall be deemed to have failed after two unsuccessful attempts at the earliest. In the event that the remedy is ineffective, the Buyer is entitled at its option to require either a reduction in the purchase price or the cancellation of the contract. The Buyer has no cancellation rights in the case of immaterial defects.

8.3 Recommendations or suggestions as to the use, application, storage, handling or disposal of the Products given (whether before or after delivery) in sales or technical literature or in response to an enquiry or in any other form are given in good faith but it is for the Buyer's sole assessment (by trial processing if necessary) and KLKEMM accepts no liability for such recommendations or suggestions. The nature and scope of KLKEMM's obligations as well as the agreed specifications shall be solely determined by the product specification (cf. **Clause 3.5**).

8.4 The Buyer shall only be entitled to claims for compensation due to defects insofar as KLKEMM's liability is not excluded or limited in accordance with **Clause 12**. Further claims or claims other than those regulated in this clause 8 due to a defect are excluded.

8.5 The warranty period is one year from delivery in accordance with **Clause 5.1**. This shall not affect the statutory limitation periods in cases of fraudulent concealment or claims for delivery recourse pursuant to §§ 478, 479 BGB. Agreements between the Buyer and its customers shall not be to the detriment of KLKEMM if they go beyond statutory claims for defects.

## 9. RETENTION OF TITLE, RESCISSION OF CONTRACT

9.1 The following retention of title serves to secure all respective existing current and future claims of KLKEMM against the Buyer arising from the current business relationship existing between the contracting parties, including all balance claims from current account ("**secured claims**").

9.2 All products delivered by KLKEMM remain the property of KLKEMM until full payment of all secured claims. The delivered products as well as the products covered by the retention of title replacing them in accordance with the following provisions are hereinafter referred to as ("**Retained Products**").

9.3 Any treatment or processing of the Retained Products shall take place for KLKEMM as manufacturer within the meaning of § 950 German Civil Code ("BGB"), without any obligation on KLKEMM's part. Treated and processed goods shall be deemed retained goods.

9.4 If the Buyer carries out any treatment, processing, combination or mixing of the Retained Products with goods from another source to make a new item or mixed item respectively, KLKEMM is entitled to co-ownership in proportion to the value of the Retained Products (final invoice amount including sales tax) at the time of delivery as against the value of the other worked, processed, combined or mixed goods (final invoice amount including VAT) at the time of working, processing, combining or mixing. The part that is co-owned shall be deemed to be Retained Products.

9.5 In the event that KLKEMM does not acquire ownership in accordance with **Clause 9.4**, the Buyer hereby assigns to KLKEMM as security its future ownership or - in the above-mentioned proportion - its co-ownership of the newly created item or of the mixed stock. KLKEMM accepts this transfer.

9.6 If the Retained Products are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item within the meaning of § 947 BGB, the Buyer hereby assigns to KLKEMM, insofar as the main item belongs to him, pro rata co-ownership of the uniform item in the ratio of the value of the Retained Products (final invoice amount including VAT) at the time of delivery to the value of the main item (final invoice amount including VAT). KLKEMM accepts this transfer. The co-ownership share is deemed to be the Retained Products.

9.7 Until the transfer of ownership, the Retained Products shall be kept free of charge for KLKEMM, stored separately and designated as KLKEMM's products. The Buyer is obliged to handle the Retained Products with care and to protect them against unauthorized access by third parties. In particular, the Buyer is obliged to sufficiently insure the Retained Products at its own expense against fire, water and theft damage at replacement value.

9.8 The Buyer shall be entitled to sell the Retained Products in the normal course of business under his normal conditions and under an agreement as to a retention of title, if it is guaranteed that the Buyer's claims under this further sale are assigned to KLKEMM in accordance with this **Clause 9.9 and 9.10**.

9.9 The Buyer hereby assigns to KLKEMM by way of security any claims arising from the resale of the Retained Products (as well as in the context of contracts for services or contracts for works and materials) as well as those claims which take the place of the Retained Products or otherwise arise with respect to the Retained Products, such as insurance claims or claims in tort in case of loss or destruction, including all balance claims from current account. These shall serve to the same extent as KLKEMM's security for the Retained Products. KLKEMM accepts this assignment.

9.10 In the case of the sale of goods in which KLKEMM has co-ownership rights pursuant to **Clause 9.3 or 9.4** respectively, the assignment of claims shall only be up to this co-owned share.

9.11 Until cancellation, the Buyer is entitled to collect any claims arising out of further sales. KLKEMM is only entitled to revoke the direct debit authorization in accordance with **Clause 9.12**.

9.12 If the Buyer fails to fulfil its obligations under this Contract or other contracts with KLKEMM or if KLKEMM become aware of circumstances which reduce his credit worthiness, then:

- (a) after the expiry of a fruitless extension of time, KLKEMM can withdraw (in whole or in part) from the Contract; then the Buyer's right of possession in the Retained Products shall expire and KLKEMM can demand the Retained Products;
  - (b) KLKEMM may prohibit the further sale, treatment, processing as well as mixing or combination of the Retained Products with other goods;
  - (c) the Buyer shall inform KLKEMM on demand of the name of the debtor of the claims that have been assigned to KLKEMM so that KLKEMM can disclose the assignment and collect the claims; all proceeds due to KLKEMM from the assignments are to be forwarded to KLKEMM in each case immediately after receipt if and as soon as claims on the part of KLKEMM against the Buyer are due;
  - (d) KLKEMM is entitled to cancel the direct debit authorization that was granted. Any further claims of KLKEMM, in particular claims for damages, shall remain unaffected.
- 9.13 If the value of the security provided to KLKEMM exceeds the aggregate of KLKEMM's secured claims by more than 20 %, KLKEMM is obliged to release security of KLKEMM's choice to this extent at the request of the Buyer.

#### 10. NOTIFICATION OF NON-DELIVERY

Buyer shall advise the carrier and KLKEMM in writing without delay, at the latest within the following time limits:

10.1 for loss from a package or from an unpacked consignment or for damage to or non-delivery of any part of a consignment or for short or over delivery within 3 working days of delivery of the consignment or part consignment by stating the varying quantity or damages;

10.2 For non-delivery of a whole consignment without delay after expiration of the normal delivery time of the agreed transport.

#### 11. SHORTAGES AND OVER DELIVERY

KLKEMM's ex works weights verification shall be final. KLKEMM may deliver to within plus or minus 5 % of weight or volume ordered. Buyer shall pay for actual weight or volume delivered within such tolerances. Subject to compliance with **Clause 10.1** KLKEMM shall as soon as practicable deliver any shortfall or collect any over delivery outside of such tolerances. Failure to give notice of over delivery outside of such tolerances in accordance with **Clause 10.1** or any use or dealing in such Products shall require the Buyer pay for them at the contract rate.

#### 12. LIMITATION OF LIABILITY, STATUTE OF LIMITATIONS

12.1 Subject to the provision in the following **Clauses 12.1. to 12.5**, KLKEMM shall only be liable, regardless of the legal ground (for example, delays, defective delivery, breaches of binding obligations or obligations arising from contract negotiations, tortious act), only for gross negligence and intent as well as in case of breach of material contractual obligations, the fulfillment of which is a prerequisite for the proper performance of the contract and on the observance of which the Buyer may regularly rely ("**cardinal obligation**").

12.2 In case of a slightly negligent breach of a cardinal obligation, KLKEMM's liability is limited to damages foreseeable at the time of conclusion of the contract and typical for the contract. In case of slightly negligent breach of contractual obligations that are not cardinal obligations, KLKEMM is not liable.

12.3 Insofar as the liability of KLKEMM is limited or excluded, this also applies to the liability of its employees, (legal) representatives, executives or other vicarious agents.

12.4 The aforementioned limitations or exclusions of liability shall not apply in the event of fraudulent concealment of defects, the assumption of a guarantee or a procurement risk, for liability based on the German Product Liability Act ("**ProdHaftG**") and for bodily injury (injury to life, body or health).

12.5 To the extent that pursuant to **Clauses 12.1 to 12.4** the liability of KLKEMM is excluded or limited, this shall also apply for the benefit of employee of KLKEMM in the event that there is a direct internal relationship between employees of KLKEMM by the Supplier.

12.6 With the exception of claims in tort, claims for damages by the Buyer for which liability is limited under this provision shall become statute-barred one year after the statutory commencement of the limitation period.

#### 13. PACKAGING

13. 1 Pallets for the transport of the products to be delivered are usually sold by KLKEMM to the Buyer, unless they are lent on the basis of an explicit agreement between the contracting parties.

13. 2 If pallets are lent to the Buyer, the Buyer shall be obliged to return the provided pallets to the agreed place of delivery according to **Clause 5.1** as soon as possible, but no later than four weeks after the date of delivery according to **Clause 5.1**, properly cleaned and without damage, and to make them available to KLKEMM.

13. 3 KLKEMM may charge for any additional costs of cleaning. The Buyer shall bear the risk for loss or damage for the pallets in its possession or under its control during the loan period pursuant to **Clause 13.2**. This also applies if the Customer has not returned the pallets to KLKEMM in accordance with **Clause 13.2** despite expiry of the loan period. Loss or damage must be reported immediately. The Buyer shall bear the costs arising from the late return of the pallets, their loss and/or their damage.

13.4 Unless otherwise expressly agreed between the parties, the relevant provisions of the German Packaging Act ("**VerpackG**") in the version valid at the time of the conclusion of the contract shall apply to the return of packaging which is not provided on loan ("**loan packaging**"). The Buyer expressly assures KLKEMM of compliance with and implementation of the obligations and measures provided for in the VerpackG.

#### **14. EXPORT SALES, COMPLIANCE WITH FOREIGN TRADE AND CUSTOMS REGULATIONS, EXPORT CONTROL REGULATIONS**

14.1 If KLKEMM agrees to or is obliged on the basis of an express agreement to make deliveries or other arrangements which go beyond the Delivery Point in accordance with the INCOTERM's Clause agreed in the individual case, KLKEMM shall be the Buyer's agent and Buyer shall in particular pay all duties, charges or expenses incurred. Products not taken in by Buyer or Buyer's carrier may be warehoused by KLKEMM at the Buyer's risk and cost.

14.2 Buyer shall reimburse KLKEMM any additional costs or expenses incurred as a result of any delay or failure of the Buyer in performing KLKEMM's export obligations.

14.3 Buyer shall advise KLKEMM of any special requirements required for importation of the Products into the country of delivery.

14.4 The obligation to fulfill the contract on the part of KLKEMM is in any case subject to the provision that there are no obstacles to fulfillment resulting from national and international foreign trade and customs regulations as well as embargoes or other sanctions.

14.5 If the Buyer sells the Delivery in whole or in part to a third party, the Buyer shall comply with all applicable national and international (re-)export control regulations. In any case, the Buyer shall comply with the (re-) export control regulations of the Federal Republic of Germany, the United Nations, the European Union or any other applicable export or import restrictions. The Buyer shall not deliver, export or import the products in violation of (a) the export control regulations of the Federal Republic of Germany, the United Nations, the European Union or other competent entities, or (b) other applicable export or import restrictions.

14.6 The products may in no case be used or disposed of for actual or suspected use for (a) nuclear, chemical or biological weapons or their delivery systems or (b) as source materials for prohibited or controlled substances.

14.7 To the extent that an export control inspection is to be carried out by KLKEMM, the Buyer will, upon request, immediately provide KLKEMM with all information regarding the respective end customer, the destination and the intended use of the delivery as well as any export control restrictions.

14.8 The Buyer shall indemnify KLKEMM against all claims, proceedings, actions, fines and other costs arising out of or in connection with any non-compliance with export control regulations by the Buyer, unless such non-compliance was not caused by any culpable conduct on the part of the Buyer.

14.9 The Buyer shall inform KLKEMM of any special regulations for the import of the products into the country of destination. KLKEMM is expressly not responsible for compliance with such special regulations, including but not limited to special regulations related to chemical regulatory registrations. KLKEMM will provide the customer with the documents required for compliance with the special regulations, provided that this is possible and reasonable for KLKEMM. Any costs incurred in this connection shall be borne by the purchaser.

#### **15. TRADEMARKS, RESALE OF THE PRODUCTS**

15.1 Packaged products, regardless of the type of packaging, e.g. IBCs, drums, BigPacks and/or bags, may only be resold unchanged in their original packaging (with original labels). The Buyer shall ensure that the resold products are recognizable as KLKEMM products. Any interference with the integrity of the product and its packaging is prohibited to the Buyer. Tankers must be delivered directly to the end customer of the Buyer.

15.2 Only in the case of KLKEMM's express consent, the Buyer may otherwise package and/or fill the products for resale. In this case, the otherwise packaged and/or bottled product shall lose its status as a KLKEMM product and may no longer be labeled and resold as such. The Buyer is solely responsible for the otherwise packaged and/or filled product. Buyer agrees to indemnify and hold KLKEMM harmless from and against any and all third-party claims resulting from the Buyer's otherwise packaging and/or decanting of the resold products.

#### **16. CONFIDENTIALITY**

16.1 Subject to other express agreements between the parties, e.g. in the form of a confidentiality agreement or a non-disclosure agreement, the following provisions of this Clause 16 shall apply to protect confidential information.

16.2 The parties shall treat all confidential information made available to them by the other party in connection with the Terms and Conditions and the contracts concluded thereunder as confidential without limitation. Confidential information within the meaning of this provision ("**Confidential Information**") shall be information, documents, details or data which are designated as such or which by their nature are to be regarded as confidential. This obligation shall not apply to information which, at the time of the communication, can be shown to have already (i) been publicly known or (ii) been known to the party receiving the information or (iii) become publicly known or otherwise known to the party receiving the information after the communication, unless this is directly or indirectly attributable to a breach of the obligations under these Terms and/or the contracts concluded thereunder.

16.3 Confidential Information may be disclosed to fulfill statutory notification and disclosure obligations, but only to the extent necessary to fulfill the relevant statutory obligation.

16.4 The obligations under **Clause 16.2** shall continue to exist for as long as and to the extent that the information exchanged is to be regarded as Confidential Information within the meaning of **Clause 16.2**.

#### **17. JURISDICTION, APPLICABLE LAW**

17.1 If the Buyer has its registered office within the European Economic Area (EEA) or Switzerland, the place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions and contracts concluded thereunder shall be KLKEMM's registered office. KLKEMM is entitled to claim against the Buyer before any other competent court. Statutory regulations on exclusive jurisdiction remain unaffected.

17.2.1 If the Buyer has its registered office outside the European Economic Area (EEA) or Switzerland, all disputes arising out of or in connection with these Terms and Conditions and contracts made hereunder shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules.

17.2.2 The place of arbitration shall be Düsseldorf, Germany. The number of arbitrators shall be one. The applicable substantive law shall be German law.

17.2.3 The language of the proceedings shall be English.

17.3 The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### **18. General**

18.1 Any transfers of the Buyer's rights and obligations arising from or in connection with these Terms and Conditions and contracts concluded thereunder require KLKEMM's express consent. KLKEMM is entitled to assign its claims arising from the business relationship with the Buyer without the Buyer's consent.

18.2 The Parties agree that they shall record any amendments and/or supplements to these Terms and Conditions in writing for better comprehensibility and documentation.

18.3 If any provision of these Terms and Conditions is or becomes invalid in whole or in part, the parties shall jointly agree on a new provision that shall replace the provision that is invalid in whole or in part. The same shall apply to unintended loopholes.