

## General Terms and Conditions – DINOL GmbH

### §1 – Scope of Application

1. The following terms and conditions of sale, delivery and payment apply to all contracts, deliveries and other services—including consultancy services and information provided by DINOL GmbH (hereinafter “DINOL”).
2. They also apply to all future contracts with the ordering party as well as to future deliveries and other services to be provided to the ordering party, even if they are not explicitly mentioned in subsequent contracts.
3. These General Terms and Conditions apply exclusively. Conflicting, supplementary, or deviating terms and conditions of the customer shall not become part of the contract unless DINOL has expressly agreed to their validity in writing.
4. DINOL supplies exclusively entrepreneurs (§ 14 German Civil Code – BGB), legal entities under public law, and public-law special funds. Private end consumers are generally not supplied by DINOL.
5. DINOL products are intended exclusively for commercial use and basically do not meet the requirements applicable to private end consumers.

### §2 – Conclusion of Contract

1. The offers made by DINOL are non-binding and without engagement. This also applies if DINOL has provided the ordering party with catalogues, technical documentation, other product descriptions or documents, to which DINOL reserves proprietary rights and copyright.
2. The ordering party's purchase order constitutes a binding contractual offer. Unless otherwise resulting from the order, DINOL is entitled to accept such offer within 4 weeks upon receipt by DINOL.
3. Acceptance of the order may be declared either in writing by order confirmation or by delivery of the goods to the ordering party. Transmission via electronic data communication meets the written form requirement.
4. If DINOL uses tele media for contract conclusion of the delivery of goods or the provision of services (contract in electronic commerce), the ordering party waives:
  - the provision of adequate, effective and accessible technical means for detecting and correcting input errors,
  - the provision of information pursuant to Art. 246 § 3 EGBGB,
  - and the order receipt confirmation.

Orders submitted electronically shall be considered received only at the time when being retrieved and opened by DINOL.

### §3 – Prices, Price Lists

1. All DINOL prices are stated ex stores. All prices stated by DINOL exclude the statutory value added tax applicable at the time of invoicing.
2. In the case of sales shipment, the ordering party bears the transport costs ex stores (including costs for transport packaging and loading) as well as the cost of any transport insurance requested by the ordering party. Any customs duties, fees, taxes, and other public charges are to be borne by the ordering party. Transport packaging and all other packaging in accordance with the applicable Packaging Ordinance will not be taken back by DINOL and becomes the property of the ordering party; exceptions apply to reusable pallets, reusable containers and other multiple-use packaging. For goods ordered via the webshop <https://www.dinitrol.shop> the shipping costs listed on the website apply.

DINOL participates in a dual system and is stated in the LUCID packaging register. The take back of transport and any other packaging material pursuant to § 15 German Packaging Act (VerpackG), especially packaging containing hazardous filling substances, with the exception of pallets, requires a separate chargeable take- back agreement between the ordering party and DINOL.

At the time of invoicing, prices per packaging unit are rounded to full euro cents (third decimal > 4 rounded up, otherwise rounded down) and multiplied by the order quantity.
3. DINOL reserves the right to adjust agreed prices in relation to the development of raw materials, energy, and transport costs.

#### **§4 – Payment**

1. Unless otherwise agreed, the invoice is due for payment without deduction within 10 days after the invoice date.
2. Upon expiry of the payment period, the ordering party will automatically be in default. During default, the purchase price shall be subject to interest payment based on the statutory default interest rate applicable at that time. DINOL reserves the right to claim further damages caused by default. For merchants, DINOL's claim to commercial maturity interest (§ 353 HGB) remains unaffected.
3. Any set-off against claims of the ordering party that are not acknowledged or legally established shall be excluded. This applies as well to the enforcement of any right of retention based on such counterclaims, unless these claims derive from the same contractual relationship.
4. If, after conclusion of the contract, it becomes apparent that DINOL's claim to the purchase price is endangered due to the ordering party's inability to perform (e.g., due to the filing of an insolvency petition), DINOL is entitled under the statutory provisions to refuse performance and — where applicable with a notice period — to withdraw from the contract (§ 321 BGB). For contracts involving the manufacture of non-fungible goods (custom-made items), DINOL may declare withdrawal with immediate effect;
  - a. statutory provisions regarding the dispensability of deadline setting remain unaffected.
  - b. If DINOL has a due payment claim against the ordering party from the ongoing business relationship, DINOL is entitled to refuse supply of goods until the ordering party has settled the outstanding payment.

This applies accordingly if the ordering party exceeds a credit limit granted by DINOL.

#### **§4.1 – Payment Terms Webshop <https://www.dinotrol.shop>**

1. Unless otherwise agreed, the agreed purchase price is due for payment within 10 days from the date of invoicing and delivery of the goods.
2. Invoicing is carried out electronically to the email address provided by the ordering party at the time of registration in the online shop.
3. For all payment methods, the day on which DINOL can dispose of the amount owed by the ordering party shall be deemed the day of payment receipt.
4. Upon expiry of the payment period, the ordering party shall be in default. During default, the purchase price shall bear interest at the statutory default interest rate. DINOL reserves the right to assert further damages caused by default. For merchants, DINOL's claim to commercial maturity interest (§ 353 HGB) remains unaffected.
5. Any set-off against claims of the ordering party that are not acknowledged or legally established shall be excluded. This applies as well to the enforcement of any right of retention based on such counterclaims, unless these claims derive from the same contractual relationship.
6. If, after conclusion of the contract, it becomes apparent that DINOL's claim to the purchase price is endangered due to the ordering party's inability to perform (e.g., insolvency petition), DINOL is entitled under the statutory provisions to refuse performance and — where applicable with a notice period — to withdraw from the contract (§ 321 BGB).
7. If DINOL has a due payment claim from the ongoing business relationship with the ordering party, DINOL may refuse delivery until due payment is made. This also applies if a credit limit granted by DINOL is exceeded. If the ordering party does not pay the purchase price despite its due date, data will be transmitted to credit agencies or service providers for receivables management cooperating with DINOL, subject to the requirements of the GDPR.

#### **§5 – Delivery**

1. DINOL's delivery obligation is subject to complete and correct self-supply, unless the non-delivery or delay was caused by reasons DINOL is accountable for.
2. For custom-specific products, excess or short deliveries of up to 10% are permissible and will be reflected in the invoice.
3. Regarding the dimensions specified for the delivery items, DINOL reserves commercially customary deviations unless DINOL has expressly guaranteed compliance with the dimensions.
4. DINOL is entitled to make partial deliveries that are reasonable for the ordering party.
5. If dispatch of the ordered goods is delayed for reasons the ordering party is accountable for, the risk passes to the ordering party upon receipt of the notice of readiness for dispatch.
6. Unless otherwise agreed, reliable dispatch of the ordered goods is ensured by carriers commissioned by DINOL. The parties agree that, in the event of a dispute, it is the ordering party's responsibility to prove that a delivery has not been received.

#### **§6 – Delivery periods**

1. As individually agreed, or as specified by DINOL when accepting the order.
2. The start of the individually agreed or specified delivery or performance period requires that all technical questions have been clarified.
3. Agreed delivery periods shall be extended appropriately in the event of unforeseen obstacles beyond DINOL's control, such as strikes, lockouts, operational disruptions, or delays in the delivery of upstream materials — regardless of whether

such obstacles occur at DINOL or at one of its suppliers. DINOL shall not be accountable for circumstances, even if DINOL is already in default. If these circumstances occur, both parties are entitled to withdraw from the contract.

#### **§7 – Retention of Title**

1. The goods delivered by DINOL remain the property of DINOL until all current claims against the ordering party, as well as future claims have been fulfilled insofar as they relate to the delivered goods.
2. The ordering party is entitled to resell the goods subject to retention of title (“reserved goods”) in the ordinary course of business. However, the ordering party hereby assigns to DINOL all claims arising from such resale, regardless of whether the reserved goods are resold before or after processing, or whether they relate to real estate property or movable items. If the reserved goods are resold after processing or together with goods that do not belong to DINOL, or if they relate to real estate property or movable items, the ordering party’s claim against its customers shall be deemed assigned to DINOL to the amount of the delivery price agreed between the ordering party and DINOL for the reserved goods.
3. The ordering party is authorised to collect these claims even after assignment. DINOL’s right to collect the claims itself remains unaffected; however, DINOL undertakes not to exercise this right as long as the ordering party duly fulfils its payment obligations. If the ordering party exercises its authority to collect receivables, the collected revenue shall belong to DINOL to the amount of the delivery price agreed between the ordering party and DINOL for the reserved goods.
4. Processing or transformation of the reserved goods is carried out for DINOL as manufacturer pursuant to § 950 BGB, without obligating DINOL. If the reserved goods are processed together with other items not belonging to DINOL, DINOL acquires co-ownership of the new item in proportion to the market value of the reserved goods to the value of the other processed items at the time of processing. The ordering party shall store the new item for DINOL free of charge and with the care customary in commerce.
5. DINOL undertakes to release the securities entitled to DINO upon request insofar as their realisable value exceeds the claims to be secured by more than 10%.
6. If DINOL accepts bills of exchange as means of payment, the retention of title shall continue until it is certain that DINOL can no longer be held liable on the bill of exchange.

#### **§8 – Export Control and Customs**

1. The contractual partner and recipient of DINOL products assures full compliance with all embargoes and sanctions issued by the European Union against third countries applicable at the time of contract conclusion, in particular any prohibitions and restrictions regarding resale or further transport.
2. The recipient/contractual partner shall make every reasonable effort to ensure that the rules set out in paragraph (1) are not circumvented by third parties — in particular potential resellers — within the subsequent supply chain.
3. The recipient/contractual partner must establish and maintain an appropriate monitoring mechanism to prevent third parties within the supply chain or any potential resellers from circumventing the obligations set out in paragraph (1).
4. Any violation of paragraphs (1), (2), or (3) constitutes a material breach of contract and entitles DINOL to terminate the supply relationship with immediate effect and to cancel any existing orders without delay. Moreover, the recipient/contractual partner must indemnify DINOL against all costs, third-party claims, and other disadvantages (e.g., fines) resulting from any breach of the obligations in paragraphs (1), (2), or (3). This does not apply if the recipient/contractual partner is not responsible for the breach. Furthermore, DINOL is entitled to demand a contractual penalty amounting to 5% of the sales price of the goods that were sold in violation of these provisions. Any additional claims for damages remain unaffected.
5. The recipient/contractual partner is obliged to notify DINOL of any violations of the provisions set out in paragraphs (1), (2), or (3). Upon request, the recipient/contractual partner must provide all information regarding compliance with the obligations under paragraphs (1), (2), and (3) within two weeks. DINOL GmbH will notify the competent authorities of any violations of the provisions contained in paragraphs (1), (2), and (3).

#### **§9 – Warranty Claims of the Ordering party**

1. The ordering party’s rights regarding material and legal defects (including incorrect or short delivery as well as improper assembly/installation or inadequate instructions) are governed by statutory provisions unless otherwise stipulated below.
2. The basis of DINOL’s defect liability is primarily the agreement made regarding the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer information that form part of the individual contract or which were publicly made available by DINOL (especially in catalogues or on the DINOL website) at the time of contract conclusion shall be deemed agreed quality characteristics. If no quality has been agreed, it shall be determined according to statutory provisions (§ 434 (3) BGB) whether a defect exists or not. Colour samples and illustrations may deviate from the original for technical reasons. Any quality agreement does not release the ordering party from checking the goods for suitability regarding the intended purposes, procedures and applications.  
DINOL assumes no liability for public statements made by the producer or other third parties (e.g. advertising statements).
3. DINOL is not liable for defects the ordering party is aware of at the time of contract conclusion or which the ordering party grossly negligently fails to know (§ 442 BGB). The ordering party’s warranty claims require compliance with the statutory duties of inspection and notification of defects (§§ 377, 381 HGB). For building materials or other goods intended for installation or further processing, a qualified inspection must take place immediately before processing. If a defect

becomes apparent during inspection or later, the ordering party must notify DINOL immediately in writing and specify the defect. Notification within two weeks is considered immediate; timely dispatch is sufficient to meet the deadline.

Independent from such obligation to inspect and give notice of defects, the ordering party must report obvious defects, incorrect or short deliveries, and transport damage within two weeks after delivery whereas timely dispatch is sufficient to meet deadlines. If the ordering party fails to conduct proper inspection and/or provide proper notification, DINOL is not liable for any not reported defect. In the case of goods intended for installation or processing, this also applies if the defect becomes apparent only after processing because of failure to comply with inspection or notification obligations; in such cases, especially the purchaser has not right to claims removal and reinstallation costs ("costs of removal and reinstallation").

4. If the delivered item is defective, DINOL may choose whether to provide subsequent performance by repairing the defect (rectification) or by delivering a defect-free item (replacement). DINOL's statutory right to refuse subsequent performance remains unaffected.
5. DINOL may make subsequent performance dependent on the payment of the due purchase price. The ordering party may, however, withhold a reasonable part of the purchase price proportionate to the defect.
6. The ordering party must give DINOL the time and opportunity necessary for subsequent performance, particularly by handing over the goods in question for inspection. In the case of replacement, the ordering party must return the defective goods according to statutory provisions. Subsequent performance does not include dismantling the defective item or reinstalling it unless DINOL was originally obliged to install the item.
7. The place of subsequent performance is the place of fulfilment; DINOL may, however, choose to provide subsequent performance at the current location of the goods unless such provision conflicts with legitimate interests of the ordering party. Costs required for inspection and subsequent performance (transport, travel, labour, materials) are borne by DINOL if a defect really exists. If the ordering party's request for remedy is unjustified, DINOL may claim reimbursement of the resulting costs unless the non-existence of the defect was not apparent to the ordering party.
8. If subsequent performance fails, or if a reasonable deadline for subsequent performance set by the ordering party expires unsuccessfully or is unnecessary according to statutory law, the ordering party may withdraw from the contract or reduce the purchase price. However, there is no right of withdrawal in the case of an insignificant defect
9. Claims of the ordering party for damages or reimbursement of fruitless expenditures exist only in accordance with § 10 and are otherwise excluded.

## **§10 – Other Liability**

1. Unless otherwise resulting from present General Terms and Conditions and the following provisions, DINOL shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.
2. DINOL shall be liable for damages — irrespective of the legal grounds — in cases of intent and gross negligence. In cases of simple negligence, DINOL shall only be liable:
  - for damages resulting from injury to life, body, or health, and
  - for damages arising from the breach of an essential contractual obligation (an obligation the fulfilment of which is essential for proper performance of the contract and on the compliance with which the ordering party regularly relies on and may rely); in such cases, however, liability is limited to compensation for foreseeable, typically occurring damage.
3. The limitations of liability resulting from paragraph 2 do not apply where DINOL has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. The same applies to claims of the ordering party under the Product Liability Act.
4. In the event of a breach of duty not consisting of a defect in the delivered goods, the ordering party may only withdraw from or terminate the contract if DINOL is responsible for the breach of duty. A free right of termination by the ordering party (especially pursuant to §§ 648, 650 BGB) is excluded unless there is an important reason making it unreasonable for the ordering party to continue the contractual relationship. Otherwise, the statutory requirements and legal consequences apply.
5. DINOL assumes no liability if the ordering party resells to private end consumers products which are intended exclusively for professional use.

## **§11 – Intellectual Property Rights**

1. The ordering party undertakes to inform DINOL without delay of any third-party claims relating to intellectual property rights concerning the products delivered by DINOL. DINOL is entitled, but not obliged, to assume the legal defence at its own expense and under its own responsibility.
2. DINOL retains proprietary rights and copyright to all documents and materials provided to the ordering party, including but not limited to drawings, illustrations, graphics, designs, calculations, descriptions, plans, technical specifications, documentation, data carriers, and software programs. Such documents and materials may be used exclusively for the contractual purpose and must not be made accessible to third parties without DINOL's explicit written consent. Software programs provided by DINOL may only be used by the ordering party within the framework of the respective applicable license conditions.

## **§12 – Product Information, Quality Characteristics**

1. The information contained in brochures, catalogues, advertisements, price lists, or in documents belonging to an offer — such as illustrations, drawings, samples, brochures, technical data and catalogues, as well as other technical specifications and application recommendations — is non-binding. Such information does not release the ordering party from the obligation to examine the goods for their fitness for the intended purposes, processes, and applications. These details become part of the contract only if and to the extent that they have been expressly confirmed as binding by DINOL. Quality guarantees exist only if they are expressly declared as such in the order confirmation. The application, use, and processing of the delivered goods lie solely within the ordering party's responsibility. DINOL retains proprietary rights and copyright to all illustrations, drawings and other documents. They may only be used for the contractually intended purpose and must not be made accessible to third parties without DINOL's consent.
2. Instructions issued by DINOL regarding storage, use, and processing of the goods must be observed by the ordering party. DINOL is not liable for damage resulting from non-compliance with these instructions.
3. For goods that may require approval under specific laws — such as pharmaceutical supply regulations, pesticide regulations, or similar foreign regulations — authorities have issued standards and approval requirements. If the ordering party processes or resells the delivered goods, the ordering party must provide these instructions, standards, and approval requirements (where applicable) to their own contractual partners.

### **§13 – Limitation Periods**

1. Deviating from § 438 (1) No. 3 BGB, the general limitation period for claims based on material or legal defects is one year from the date of the goods' delivery.
2. However, if the delivered item is a building or an item that has been used for a building in accordance with its customary purpose and has caused its defectiveness (building material), the limitation period is five years from delivery in accordance with statutory provisions (§ 438 (1) No. 2 BGB). Statutory special provisions concerning third-party actio in rem (§ 438 (1) No. 1 BGB), seller's fraudulent concealment (§ 438 (3) BGB), and claims of recourse against the supplier in final supply to a consumer (§ 479 BGB) remain unaffected.
3. The above limitation periods under sales law also apply to contractual and non-contractual claims for damages of the ordering party that are based on a defect in the goods, unless the application of the statutory regular limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in an individual case. Limitation periods under the Product Liability Act remain unaffected in any case. Otherwise, claims for damages made by the ordering party under section IX are subject exclusively to the statutory limitation periods.

### **§14 – Data Protection / Confidentiality**

1. The ordering party must treat all confidential information received from DINOL in connection with the business relationship — in particular formulations, illustrations, drawings, etc. — strictly confidential. Such information may only be disclosed to third parties with DINOL's prior explicit written consent.
2. The confidentiality obligation continues indefinitely even after termination of the business relationship. It ceases only if and to the extent that the information has become publicly known.

### **§15 – Final Provisions**

1. The place of performance is 32676 Luegde, Germany.
2. If the ordering party is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a public-law special fund, the exclusive — including international — place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of DINOL in 32676 Luegde, Germany. However, DINOL is also entitled to bring an action at the ordering party's general place of jurisdiction.
3. German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. Should any provision of this contract be or become wholly or partially invalid or unenforceable, or should the contract contain a gap, the validity of the remaining provisions shall not be affected. The valid and enforceable provision shall apply which most closely reflects the purpose of the invalid or unenforceable provision in lieu of any the invalid or unenforceable provision. In the event of a contractual gap, the provision corresponding to what would have been agreed in line with the purpose of this contract if the parties had considered the matter in advance, shall be deemed as agreed.