

1. Scope of Application

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. These General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale require the explicit written approval of trinamiX GmbH (hereinafter "trinamiX").

2. Offer and Acceptance

trinamiX's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order (offer) and by trinamiX's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of trinamiX.

3. Product quality, specimens and samples; guarantees

3.1

Unless otherwise agreed, the quality of the goods is exclusively determined by trinamiX's product specifications. TRINAMIX MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

3.2

The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.

3.3

Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.

4. Advice

Any advice rendered by trinamiX is given to the best of his knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve Buyer from undertaking his own investigations and tests.

5. Prices

If trinamiX's prices or trinamiX's terms of payment are generally altered between the date of contract and dispatch, trinamiX may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to trinamiX within 14 days after notification of the price increase.

6. Delivery

Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded. Delivery dates or deadlines specified by trinamiX are at all times estimates only and non-binding unless fixed delivery dates or deadlines have been explicitly confirmed or agreed.

7. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and trinamiX shall be provided with a copy thereof.

8. Compliance with legal requirements

8.1

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and

regulations regarding import, transport, storage and use of the goods.

8.2

The goods that are supplied under these General Conditions of Sale and related technology may be subject to export and re-export restrictions under European, U.S. and other countries' export control regulations, which may require government approval for any re-export or retransfer ("Export Control Regulations"). Buyer warrants that it (i) will adhere to and comply with (a) all applicable Export Control Regulations and (b) any applicable terms, conditions, procedures and documentation requirements made known to Buyer that may be stipulated by trinamiX from time-to-time to comply with the Export Control Regulations.

8.3

In the event that trinamiX reasonably believes that any provision of this Clause 8 has or may have been breached, Buyer shall cooperate fully with trinamiX's investigation to clear the matter and trinamiX shall not be obligated to sell or provide goods or technology while such investigation is pending and such suspension by trinamiX shall not be deemed to constitute a breach of any obligation in respect of the transaction to which these General Conditions of Sale applies or otherwise.

9. Payment Terms and Delay in Payment

9.1

Unless expressly agreed in writing, all payments shall be due 30 (thirty) days from the invoice date.

9.2

Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.

9.3

In the event of a default in payment by Buyer, trinamiX is entitled to charge interest on the amount outstanding at the rate of 9 percentage points above the base interest rate announced by the German Federal Bank at the time payment is due if the amount is invoiced in euros, or, if invoiced in any other currency, at the rate of 9 percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

10. Buyer's rights regarding defective goods

10.1

trinamiX must be notified of any defects that can be discovered during routine inspection within four weeks of receipt of the goods; other defects must be notified within four weeks after they are discovered, but in any event no later than one year from delivery. Notification must be in writing and must precisely describe the nature and extent of the defects.

10.2

If the goods are defective and Buyer has duly notified trinamiX in accordance with item 10.1, Buyer has its statutory rights, provided that:

- a) trinamiX has the right to choose whether to remedy the defect or supply Buyer with nondefective replacement goods.
- b) trinamiX may make two attempts according to lit. a) above. Should these fail or cause unreasonable inconvenience to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price.
- c) With regard to claims for compensation and reimbursement of expenses on a defect, item 11 applies.

10.3

Buyer's claims for defective goods are subject to a period of limitation of one year from receipt of the goods. In the following cases the legal periods of limitation apply instead of the one-year period:

- a) liability for willful misconduct,
- b) fraudulent concealment of a defect,
- c) claims against trinamiX relating to the defectiveness of goods that when applied to a building in the ordinary manner caused it to be defective,
- d) claims for damage to life, body and health caused by trinamiX's negligent breach of duty, or by willful or negligent breach of duty on the part of trinamiX's legal representative or vicarious agent,
- e) claims for other damage caused by trinamiX's grossly negligent breach of duty, or by willful or grossly negligent breach of duty on the part of trinamiX's legal representative or vicarious agent,
- f) in the event of a Buyer's recourse claim based on consumer goods purchasing regulations.

11. Liability

11.1

Subject to these Terms and Conditions, trinamiX shall be generally liable for damages in accordance with the law. In the event of a simple negligent violation of fundamental contractual obligations, however, trinamiX's liability shall be limited to compensation for typical, foreseeable losses not to exceed, in the aggregate, the purchase price paid to trinamiX for the specific product for which damages are claimed. In the event of a simple negligent violation of non-fundamental contractual obligations, trinamiX shall not be liable. The foregoing limitations on liability do not apply to damage to life, body or health caused by negligence

on the part of trinamiX. IN NO EVENT SHALL TRINAMIX BE LIABLE FOR ANY OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY OR SPECIAL DAMAGES OR DAMAGES, LOSSES OR EXPENSES ASSOCIATED WITH LOSS OF PROFITS, BUSINESS, CONTRACTS OR SAVINGS, LOSS OF GOODWILL, LOSS OF PRODUCTION, LOSS OF USE, BUSINESS INTERRUPTION AND ANY OTHER DAMAGES, LOSSES OR EXPENSES OF ANY KIND OR CHARACTER TO BUYER, ITS CUSTOMERS, OR OTHER PERSONS OR ENTITIES.

11.2

trinamiX is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delays is due to compliance of regulatory and legal obligations.

12. Set off

Buyer may only set off claims from trinamiX against an undisputed or finally adjudicated counterclaim.

13. Security

If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, trinamiX may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security.

14. Retention of Title

14.1 Simple Retention of Title

Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

14.2 Expanded Retention of Title

In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship

with trinamiX, trinamiX retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

14.2 Late Payment

In the event of late payment by Buyer, trinamiX is entitled, without rescinding the sales agreement and without granting a period of grace, to demand the temporary surrender of the goods owned by trinamiX at Buyer's expense.

15. Force Majeure

To the extent any incident or circumstance beyond trinamiX's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), prevents trinamiX from fulfilling its obligations under this contract (taking into account on a pro rata basis other supply obligations), trinamiX shall (i) be relieved from his obligations under this contract to the extent trinamiX is prevented from performing such obligations and (ii) have no obligation to procure goods from other sources. Neither party is subject to any liability to the other for failing to perform during the period such inability exists. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for trinamiX over a long period or occurs with suppliers of trinamiX. If the aforementioned occurrences last for a period of more than 3 months, trinamiX is entitled to withdraw from the contract without the Buyer having any right to compensation.

16. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment shall be trinamiX's

place of business.

17. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

18. Jurisdiction

Any dispute arising out of or in connection with this contract shall be heard, at trinamiX's option, at the court having jurisdiction over trinamiX's principal place of business or Buyer's principal place of business.

19. Applicable law

The contractual relationship shall be governed by the law applicable at the place of trinamiX's head office, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).

20. Contract Language

If these General Conditions of Sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded (Contract Language), this is merely done for Buyer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

21. Data Protection

21.1

In case the Buyer, in the course of performance of the contract, receives from trinamiX or otherwise obtains personal data related to employees of

trinamiX (hereinafter referred to as “Personal Data”) the following provisions shall apply:

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of trinamiX, Buyer shall only be entitled to process Personal Data for the performance of the contract. Buyer shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile. This also applies to the use of anonymized data.

Buyer shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). Buyer shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, buyer shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Buyer will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Buyer with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Buyer shall inform trinamiX in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Buyer shall, according to applicable laws, erase the Personal Data, including any and all copies thereof.

21.2

Information on data protection at trinamiX is available under basf.com/datenschutz-eu.

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