

Kappus GmbH General Terms of Delivery

1. Scope

- 1.1. All deliveries of, services, and offers for soap and any other Products ('Products') by Kappus GmbH ('Kappus' or 'we') are made on the basis of and subject to the conditions of these General Terms of Delivery ('GTC'). The GTC are an integral part of all contracts Kappus concludes with business enterprises, entrepreneurs, legal entities under public law, or special funds under public law ('you' or 'Buyer') regarding the delivery of goods or the performance of services offered by Kappus. The GTC will also apply to all future deliveries of goods, performance of services, and offers to you even if not separately agreed upon again.
- 1.2. The version of the GTC valid upon concluding the contract is binding. The GTC are available on our website <https://www.kappus.com> and can be saved in reproducible form.
- 1.3. Kappus hereby explicitly objects to any general terms and conditions of the Buyer if and to the extent that they are contrary to these GTC. In particular, we object to any non-assignment or restriction of assignment clause any general terms and conditions may include. General terms and conditions that conflict with these GTC will not become an integral part of the contract even if they are not objected to again when received or when the Buyer places an order with reference to its general terms and conditions. General terms and conditions of the Buyer are only deemed accepted if Kappus has confirmed this in writing.

2. Product descriptions and product modifications

Product illustrations and descriptions in catalogues, brochures, other advertising material, or on our website are only approximate and are binding only if expressly agreed in writing. We reserve the right to make modifications within the scope of what can reasonably be expected from the Buyer.

3. Conclusion of contract

- 3.1. The presentation and advertising of Products in our catalogue or on our website or in any other advertising material does not constitute a binding offer to conclude a contract of sale; rather, it is an invitation to you to inquire to Kappus for the Products described.
- 3.2. Upon your inquiry, we will send you a non-binding quote for the Products you inquired about, upon which you may place an order within 14 days after receipt of the quote.
- 3.3. By sending an order on the basis of our quote by fax to our fax number, by electronic message (e.g. email), by telephone, or in a personal communication, you will be submitting a legally binding offer to conclude a contract of sale.
- 3.4. A contract will be concluded only when we accept your order by issuing an order confirmation or by delivering the ordered Products. The validity of contracts for new Products, for which at the time of our order confirmation a so-called stability test is still being carried out to determine whether the individual components are sufficiently stable, is subject to the suspensive condition that the Products pass the stability test, which is at our sole discretion to determine. We will inform you about the stability test result within a reasonable period.
- 3.5. The scope and content of a contract are determined by the agreements made, your order, our order confirmation, and these GTC.

4. Prices and price adjustments

- 4.1. The prices are calculated according to the Products' fresh weight.
- 4.2. The prices apply to the scope of services and deliveries specified in the order confirmation. Additional or special services (e.g. filling in moulds specially made for the customer) will be charged separately. Unless otherwise agreed in writing, the prices are in EUR ex works plus the respective statutory value added tax and any shipping costs incurred.
- 4.3. Furthermore, we reserve the right to adjust, at our reasonable discretion, the prices for Products deliveries of which are to be made later than four months after concluding the contract in the event of increases in the prices of individual raw materials required for the manufacture of the Products (in particular tallow fatty acid, palm fatty acid, caustic soda, coconut oil, or palm kernel oil) for which we are not responsible and which could not be foreseen in our calculations when concluding the contract. A price is increased only to the extent that the increase in cost of one raw material cannot be compensated by reductions in cost of other raw materials. Any price adjustments are made only to compensate for the increased cost of raw materials; the original profit margin is not adjusted. The newly determined price will apply from the date of receipt of the adjustment declaration and will only apply to (partial) deliveries made from that date.

5. Terms of delivery, shipping, passing of the risk

- 5.1. Place of performance for delivery and subsequent performance (repair or replacement of goods), if necessary, is Kappus' registered place of business.
- 5.2. At the Buyer's request and expense, Products will be shipped to another destination (sale by delivery to a place other than the place of performance). Products are always shipped EXW (Incoterms 2020) from Kappus' registered place of business. Unless otherwise agreed, we are entitled to determine the mode of shipment (in particular transport company, shipping route, packaging). Should Kappus assume the transport costs in any given case, for any cause in law whatsoever, this will not affect the place of performance for the delivery (clause 5.1).
- 5.3. The risk of accidental loss of and accidental damage to the Products will pass to the Buyer upon provision of the Products and a notification of readiness for

collection or dispatch, or else no later than upon handover of the consignment to the forwarding agent, carrier, or other person designated to effect transport. If the Buyer declares, before the delivery item is handed over to the carrier or other person designated to effect transport, that it will not accept the delivery item, the risk of accidental loss of or accidental damage to the delivery item will pass to the Buyer upon such refusal.

6. Delivery periods and dates, delay in delivery, part deliveries

- 6.1. Confirmed delivery dates are binding. For an agreed delivery date to be complied with, the Buyer must, on its part, fulfil all obligations towards Kappus in due time, in particular the Buyer must hand over to Kappus in due time any necessary documents to be provided by the Buyer. If these conditions are not fulfilled in time, the delivery period will be extended accordingly.
- 6.2. If Kappus is prevented from delivering or from meeting an agreed delivery date for reasons for which Kappus is not responsible or if this is due to force majeure events (e.g. war, riots, strikes, epidemics; pandemics, lawful lockouts, export restrictions, shortage of labour, energy, or raw materials, official measures or the failure of Kappus' suppliers to deliver to Kappus or to deliver to Kappus correctly or in time) or the occurrence of other unforeseeable or unavoidable impairment (regardless of whether the circumstances affect Kappus or its suppliers), delivery periods will be extended and delivery dates postponed by the time of the impairment plus an adequate lead time. The Buyer may withdraw from the contract by prompt written declaration to Kappus where the Buyer cannot reasonably be expected to accept the delivery of goods or performance of services as a consequence of the delay; the declaration of withdrawal must contain proof that adherence to the contract cannot reasonably be expected. Kappus will be entitled to withdraw from the contract if such events make it considerably more difficult or impossible for Kappus to deliver or if such impairment is not for a limited period.
- 6.3. We are entitled to make partial deliveries if the Buyer can reasonably be expected to accept partial deliveries, in particular if they are usable for the Buyer, if it is guaranteed that the rest of the order will be delivered, and if this does not lead to any considerable additional effort or expense for the Buyer.

7. Terms of payment and offsetting

- 7.1. Unless otherwise agreed, payments must be made no later than within seven (7) days without deduction from the passing of the risk.
- 7.2. The timeliness of payments is determined by the time payment is made to the account specified by us. If payment is made late, interest on arrears at a rate of 9 percentage points above the base lending rate will be payable; this will not affect the right to claim compensation for any additional suffered damage in the event of a delay in payment.
- 7.3. If the Buyer is in delay of payment and if the Buyer's financial situation deteriorates significantly or if judicial or extrajudicial composition or insolvency proceedings or similar proceedings under a foreign legal system are filed for or opened against the Buyer, all our claims will become due immediately and we will be entitled, with no obligation to set a new deadline, to withdraw from all contracts with the Buyer which we have not yet fulfilled. We shall inform the Buyer immediately if we intend to assert our right to withdraw from the contracts.
- 7.4. The Buyer will be entitled to offset payments against counterclaims of Kappus or not to comply with payment obligations towards us only if the Buyer's counterclaim is undisputed, acknowledged, or established by a court of law in a final and non-appealable decision. Furthermore, the Buyer may only exercise rights of retention if a counterclaim arises from the same contract under which the delivery in question was made.
- 7.5. Kappus is entitled to offset its claims against the Buyer against all claims the Buyer has against Kappus. We are entitled to credit all incoming payments in accordance with Section 366(2) German Civil Code (Bürgerliches Gesetzbuch - BGB), notwithstanding any determination the Buyer may have made of the debt to be redeemed upon performing.

8. Retention of title

- 8.1. Kappus retains title in the delivered Products ('Goods subject to retention of title') until full payment of any and all and including also future claims against the Buyer arising from the business relationship has been effected. In case of a current account, the Goods subject to retention of title serve as a security for Kappus' balance claim that also includes any recourse claims, in particular those arising from liabilities on cheques or bills of exchange.
- 8.2. The Buyer is entitled to process and sell the Goods subject to retention of title in the course of its routine business.
- 8.3. Processing and transformation of Goods subject to retention of title is carried out, at all times, on behalf of Kappus, excluding the acquisition of ownership according to Section 950 German Civil Code, but without any obligation on our part. The processed goods serve as security for us only in the amount of the value of the Goods subject to retention of title. If the Buyer processes the goods together with other Products not belonging to Kappus, Kappus will be entitled to co-ownership of the new item pro rata to its value (invoice value), and, as a consequence, the new items will be considered Goods subject to retention of title as defined in these terms and conditions. We now and hereby agree that if the Buyer acquires full ownership of the new item, Kappus will acquire co-ownership of the new item pro rata of the proportionate invoice value of its processed or connected, mixed or blended Products to the values of the other Products used at the moment the Buyer would acquire full

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- ownership. Handing over now and hereby is replaced by the agreement that the Buyer will keep the item for Kappus free of charge.
- 8.4. The Buyer hereby assigns to Kappus by way of security all receivables due to him, including balances receivable from current account agreements, from the sale, treatment, processing, or combination of the Goods subject to retention of title; this also applies equally to claims of the Buyer arising from any other cause in law (insurance, tort, claims for return against third parties, etc.) in respect of the Goods subject to retention of title. Kappus hereby accepts the above assignments in any given case. The assigned claims serve as a security, in the same amount as the Goods subject to retention of title, for any and all claims of Kappus that arise from the business relationship with the Buyer. Assignment, in any given case, is limited to the pro rata invoice value of the Goods subject to retention of title delivered by Kappus. If the Buyer's customer has effectively ruled out the assignment of claims against it, the Buyer and Kappus shall inter se act as if the aforementioned claims of any kind whatsoever assigned to Kappus in advance had been effectively assigned to Kappus. Kappus is authorized by the Buyer to assert the claim in its name for the account of Kappus once the Buyer no longer is entitled to collect the claim in its own name according to the following provision.
- 8.5. The Buyer is authorized, unless and until directed otherwise, to collect the claims assigned to Kappus for its account and in its own name. The authorization of the Buyer to sell the Goods subject to retention of title and to process, combine, mix, and blend it, as well as to collect the assigned claims will expire if the terms of payment are not complied with, if unauthorized dispositions are made, if bills of exchange or cheques are protested, or if insolvency proceedings are filed against the Buyer's assets. In the above-mentioned cases and upon Kappus' revocation of the collection authorization, permissible at any time, the Buyer will, upon Kappus' request, immediately disclose the assignment and provide Kappus with the necessary information and documents. Kappus is also entitled to directly notify the Buyer's debtors of the assignment and to request them to make payment to Kappus. If the Buyer receives payments after the collection authorization described above has expired, such amounts must be accumulated in a special account.
- 8.6. Upon Kappus' request, the Buyer will provide Kappus with all information and documents necessary to enable Kappus to enforce its rights against the Buyer's customers. In order to enforce its claims arising from the reservation of title, Kappus is entitled to inspect and, to the extent that this serves to enforce assigned claims, to copy the Buyer's books.
- 8.7. Without Kappus' consent, Goods subject to retention of title may not be pledged nor transferred by way of security. If the Goods subject to retention of title are seized by a third party, the Buyer will inform the third party that Kappus holds title in the goods, inform Kappus immediately, and provide Kappus with any assistance necessary to protect its rights.
- 8.8. If the Buyer acts contrary to the contract - in particular, if the Buyer delays payment - Kappus will be entitled to assert its right to retain title in the goods and to demand that the Goods subject to retention of title be surrendered immediately and to secure direct possession of the Goods subject to retention of title itself or through an authorised representative or, if applicable, to demand that the Buyer's claims for surrender against third parties be assigned; the Buyer will only have a right of retention that stands against the demand for surrender if it is based on the same contract. Asserting the right to retain title in the goods does not mean withdrawal from the contract.
- 8.9. If the total value of the securities existing to the benefit of Kappus exceeds Kappus' claims by more than 20%, Kappus will be obliged to in so far release securities of Kappus' choice on the Buyer's request.
- 8.10. The Buyer shall adequately insure the Products subject to retention of title against fire and theft. Any claims against the insurance company arising from a case of damage are here and now assigned to Kappus in the amount of the value of the Goods subject to retention of title.
- 8.11. Should the above provisions on the retention of title not be (fully) effective under the relevant laws of any other country, the Buyer will be obliged to cooperate in ensuring that Kappus will be granted security rights as nearly equivalent as can be and that conform to the regulations of that country.
- 9. Warranties**
- The following regulations apply to material defects within the meaning of Section 434 German Civil Code:
- 9.1. Products are deemed free from material defects if, upon the passing of the risk, they have, or do not deviate significantly from, the agreed specifications.
- 9.2. The Buyer is aware that due to various factors, in particular temperature differences, water evaporation, and the storage period, the weight of the Products may slightly change as compared to the fresh weight. The parties agree that such deviations in weight of +/- 5 percent as compared to the fresh weight in relation to the filling quantity of individual Products do not constitute a defect or short delivery.
- 9.3. Furthermore, no claims for defects will arise in the event of only minor deviations from the agreed quality, only minor impairment of usability, or only minor optical or technical deviations from relevant samples, descriptions, representations, or previous deliveries.
- 9.4. The quantity and quality of the Products must be carefully checked immediately after delivery to the customer or to third parties designated by the customer. Damage that occurred during transport must be noted on the delivery note. Any other obvious defects must be notified to Kappus immediately by written notice. The same applies to defects that are not obvious upon delivery and that are discovered later, starting from the time at which a defect becomes apparent; however, if, during normal use, the defect was already apparent at an earlier time, this earlier point in time will determine when the period for reporting a defect starts. If Kappus does not receive a notice of defects within the specified periods, the Products will be considered as approved by the Buyer.
- 9.5. When notifying a defect, the Buyer shall immediately afford Kappus an opportunity to examine the Products complained about; at Kappus' request and expense, the Products concerned must be made available. If a notification of defects is unfounded, Kappus will be entitled to demand compensation from the Buyer for the expenses incurred (including expenses for freight, handling, and examination).
- 9.6. If the delivered Products have material defects, Kappus will be, at its discretion, first obliged and entitled to either repair or replace the Products, provided that the defect or its cause already existed at the time of the passing of the risk and that Kappus has been duly notified of the defect. If subsequent performance ('Nacherfüllung') is unsuccessful, the Buyer shall grant Kappus a reasonable period of grace to remedy the defect. If such period expires fruitlessly or is not mandatory under the statutory provisions, the Buyer may - without prejudice to any claims for damages pursuant to clause 9.8 in conjunction with clause 10 - withdraw from the contract or reduce the purchase price appropriately.
- 9.7. Claims for material defects become statute-barred after 12 months. The limitation period begins upon delivery of a Product. The limitation period does not apply if the law according to (i) Section 445b German Civil Code (right of recourse) provides for longer periods and (ii) for claims for damages of the Buyer resulting from injury to life, body, or health, or from intentional or grossly negligent breaches of duty by Kappus or its assistants in performance; such claims are subject to the statute of limitations according to the statutory provisions.
- 9.8. Any further or other claims of the Buyer against Kappus and its assistants in performance for a material defect than as set forth in this clause 9 are excluded. However, if the defect is due to fault on the part of Kappus, the Buyer may claim damages according to the provisions of clause 10 below.
- 9.9. The Buyer's rights of recourse against Kappus according to Section 445a f. and Section 478 German Civil Code exist only to the extent of the claims for defects asserted against the Buyer by third parties and are conditional upon the Buyer having fulfilled its statutory obligations and obligations under clause 9.4 to give notice of defects to Kappus in a proper and timely manner.
- 10. Liability**
- 10.1. Kappus is liable for damages, for whatever cause in law, in particular for impossibility, delay, faulty or wrong delivery, breach of contract, and tort, when it is a question of fault in any given case, in case of intent and gross negligence, in case of lack of warranted qualities, acceptance of guarantees, and in case of fraudulent intent.
- 10.2. Kappus will be liable for ordinary negligence only where damages occur that result from the violation of an essential contractual obligation (an obligation whose performance is necessary to implement the contract properly and whose performance the Buyer regularly relies upon and may regularly rely upon, so-called cardinal obligations, '*Kardinalspflichten*'); in this event, Kappus' liability is limited to the compensation of the foreseeable and typical damage.
- 10.3. To the extent liability is excluded or limited with respect to cause or amount, this will also apply to the personal liability of Kappus' members of staff, legal representatives, and assistants in performance. Where there is gross negligence on the part of ordinary assistants in performance and non-senior staff members, Kappus will be liable for compensation for typical, foreseeable damage.
- 10.4. The limitations of liability under this clause 10. do not apply to liability under the Product Liability Act ('Produkthaftungsgesetz') or for injury to life, body, or health.

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11. Loaned containers, Euro pallets

Loaned containers will remain our property. By accepting loaned containers, the Buyer will assume the obligation to handle them with care and to return them immediately after they have been emptied. We reserve the right to charge the amount necessary for recovering loaned containers if loaned containers are not returned to us within a reasonable period. If requested, we will deliver on Euro pallets. Immediately upon delivery on pallets, an equal number of exchangeable Euro pallets must be handed over concurrently. Only undamaged Euro pallets are exchangeable. Euro pallets that are not exchanged will be invoiced.

12. Copyrights

Kappus reserves the title or copyright in the formulas, specifications, manufacturing instructions, drawings, drafts, calculations, brochures, catalogues, tools, and similar documents and aids made available to the Buyer by Kappus during or as preparation for the contractual relationship. Without Kappus' express written consent, the Buyer shall not make them as such or their content accessible to third parties, publish them, or use or copy them by itself or through any third party.

13. Data protection

Kappus collects, processes, and uses your personal data, including but not limited to the contact data (company name, email address, telephone and fax number) provided when placing an order, to the extent that this is necessary for processing your order and within the provisions of the General Data Protection Regulation. For more detailed information on the individual processing activities, please refer to our data protection information.

14. Assignment

- 14.1. Claims of the Buyer arising from the transactions concluded with Kappus may not be assigned.
- 14.2. Kappus is entitled to assign to third parties any and all claims Kappus has against the Buyer and to send the necessary data to the assignee.
- 14.3. We are cooperating with Bibby Financial Services GmbH, Hansaallee 249, 40549 Düsseldorf, Germany, under an ongoing factoring agreement. The claims arising from our delivery of Products to the Buyer, including the security interests created for such claims (Goods subject to retention of title, claims from resale, etc.) may be assigned or transferred to Bibby Financial Services under the factoring agreement. We have the right to request you to make payment to the account of Bibby Financial Services GmbH or any other third party, and payments must be made to the specified account to be in discharge of liabilities. The time of payment is determined by the receipt of an amount on the account specified in any given case.
- 14.4. Any product responsibility on the part of factoring companies, in particular of Bibby Financial Services GmbH, is excluded.

15. Place of performance, governing law, venue

- 15.1. The place of performance for all obligations arising out of or in connection with this contract is Kappus' registered place of business.
- 15.2. These General Terms and Conditions and the entire legal relationship between the Buyer and Kappus are governed by the laws of the Federal Republic of Germany, and the UN Sales Convention (CISG) does not apply.
- 15.3. Recourse may be had to the competent courts. The venue for any disputes arising out of or in connection with the business relationship between Kappus and the Buyer is either Freiburg or Düsseldorf, at Kappus' option. Furthermore, Kappus has the right to sue the Buyer at any other legally permissible venue. This provision does not affect any mandatory statutory provisions on exclusive venues.

16. Final provisions

- 16.1. Agreements deviating from these GTC must be made in writing and signed.
- 16.2. Should any of the provisions of these GTC be or become invalid, this will not affect the respective contract and the remaining provisions. The invalid provision must be replaced by a provision which comes closest to the intended economic purpose. If and to the extent that these GTC contain loopholes, such legally effective provisions are to be deemed agreed to close such loopholes that the parties would have agreed considering the economic intents and the purpose of these GTC had they been aware of the loophole.
- 16.3. The Buyer undertakes not to share with unauthorised third parties the data arising from the business relationship and to keep such data and to protect such data against access and misuse by unauthorised individuals.
