

# GENERAL TERMS AND CONDITIONS for Deliveries and Services (B2B)

Chemical Products and Additives – Version 2026

## I. Scope

- 1.1 These General Terms and Conditions apply to all deliveries and services of D.O.G Deutsche Oelfabrik – Gesellschaft für chemische Erzeugnisse mbH & Co. KG (“DOG”).
- 1.2 Conflicting customer terms shall not apply unless expressly accepted in writing by DOG.

## II. Contract Formation

- 2.1 Offers are non-binding.
- 2.2 Contracts become effective upon written order confirmation or actual delivery.
- 2.3 Amendments require written confirmation by DOG. Individual agreements between the parties remain unaffected.

## III. Prices and Payment

- 3.1 Prices are EXW plant (Incoterms® 2020) plus applicable VAT.
- 3.2 Invoices are payable within 30 days without deduction.
- 3.3 DOG may reasonably adjust prices in case of significant regulatory cost increases, including carbon pricing or energy charges.

## IV. Delivery and Transfer of Risk

- 4.1 Delivery dates are non-binding unless expressly agreed otherwise.
- 4.2 Risk transfers upon provision of goods at the plant.

## V. Force Majeure

- 5.1 Events such as pandemics, cyber incidents, energy shortages, strikes or governmental actions release DOG from delivery obligations.

## VI. Retention of Title

- 6.1 Goods remain property of DOG until full payment of all claims.

## VII. Product Safety and Product Stewardship

- 7.1 Customers must comply with all regulations regarding chemical substances.

## VIII. REACH and Chemical Regulations

- 8.1 Customers are responsible for compliance with REACH, CLP and applicable chemical legislation.

## IX. Safety Data Sheets (SDS)

- 9.1 DOG provides Safety Data Sheets according to applicable law.
- 9.2 Customers must forward SDS to downstream users.

## X. Supply Chain Compliance

- 10.1 Customers must comply with the German Supply Chain Due Diligence Act (LkSG) and applicable EU regulations.

## XI. Dual-Use and Export Control

- 11.1 Customers must comply with all export control and sanctions regulations.
- 11.2 DOG may withhold deliveries if violations are suspected.

## XII. Audit and Compliance Rights

- 12.1 DOG may conduct compliance audits upon reasonable prior notice.
- 12.2 Audits shall be conducted during normal business hours and under protection of trade secrets.
- 12.3 Audit rights are limited to compliance-relevant areas. Recipes and production secrets are excluded.

## XIII. Confidentiality

- 13.1 All technical and commercial information shall be treated confidentially.

#### **XIV. Notice of Defects**

14.1 obvious defects must be reported within 14 days.

#### **XV. Warranty Rights**

15.1 DOG may choose repair or replacement.

#### **XVI. Liability**

16.1 DOG is fully liable for intent, gross negligence, personal injury and product liability claims.

16.2 Liability for slight negligence is limited to foreseeable contractual damage.

#### **XVII. Limitation Period**

17.1 Warranty claims expire within 12 months after transfer of risk.

#### **XVIII. Cybersecurity and Electronic Communication**

18.1 Both parties shall implement appropriate technical and organizational cybersecurity measures.

18.2 Customers must notify DOG without undue delay of significant cyber incidents.

18.3 DOG shall not be liable for damages caused by external cyberattacks or IT failures beyond DOG's control.

#### **XIX. Data Protection**

19.1 DOG processes personal data in compliance with GDPR and applicable data protection laws.

#### **XX. Jurisdiction and Applicable Law**

20.1 Place of jurisdiction is Hamburg, Germany.

20.2 German law applies excluding CISG.