



General Terms and Conditions of Sale

1. Scope

- 1.1 These General Sales Conditions (hereinafter "Sales Conditions") shall apply to any and all offers, declarations of acceptance and contracts made by Henkel AG & Co. KGaA (hereinafter each referred to as "Seller") regarding the delivery of products, including consultancies and any other ancillary services (hereinafter altogether referred to as "Deliveries") in relationships with entrepreneurs, legal entities under public law and special funds under public law (hereinafter uniformly referred to as "Purchaser").
- 1.2 These Sales Conditions apply equally to offers, declarations of acceptance, and contracts of companies affiliated with Henkel AG & Co. KGaA within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) with their registered office in Germany, insofar as these companies act in the name and on behalf of Henkel AG & Co. KGaA or include these Sales Conditions in their contractual relationships.
- 1.3 Any and all conditions of the Purchaser which deviate from or complement these Sales Conditions shall only apply to the extent that the Seller has explicitly acknowledged such conditions in writing. This shall apply in particular also if the Seller executes Deliveries in knowledge of deviating or complementing conditions of the Purchaser without any reservation or accepts any payments.
- 1.4 Within an ongoing business relationship, these Sales Conditions shall also apply to any and all future contracts regarding Deliveries entered into with the Purchaser unless the Seller declares other conditions to be applicable.

2. Contract, Prices

- 2.1 The offers made by the Seller are non-binding, unless otherwise determined by the Seller.
- 2.2 The Seller may accept any order made by the Purchaser within two weeks after the order was issued, unless the Purchaser determines an extended term of acceptance. The Seller is not obligated to accept orders made by the Purchaser.
- 2.3 Any formation of a contract requires a written contractual declaration of the Seller. Oral agreements made prior to or following a formation of a contract shall only be binding if the Seller confirms them in writing. This written form requirement does not affect any verbal agreements concluded after the conclusion of the contract. However, the Seller may accept any order made by the Purchaser also by executing the Delivery.
- 2.4 Delivery conditions, such as Incoterms clauses, which the Purchaser refers to in his order, shall only become integral part of the contract if the Seller expressly confirms them in writing.
- 2.5 All prices are in Euro and calculated net plus statutory value added tax, if applicable, and exclusive of any and all other taxes, tariffs, contributions and insurances. The Purchaser shall bear any and all taxes, tariffs, and contributions in connection with the Delivery or shall reimburse them to the Seller. This shall also apply if the Incoterms referred to deviate from this.
- 2.6 If a Delivery has been agreed on the basis of the price list of the Seller, the prices shall apply that have been notified or otherwise made known to the Purchaser prior to the purchase order for the delivery date set out in the respective purchase order. Alternatively, if the Purchaser has not been notified accordingly, the prices applicable on the day of the purchase order shall apply. Any price list submitted or otherwise made known to the Purchaser is an integral part of the contract, unless it conflicts with another agreement.
- 2.7 The Incoterms as applicable on the day of the purchase order shall apply to any interpretation of trade terms in the contract.

3. Obligations of the Purchaser

- 3.1 The Purchaser may not refuse acceptance of Delivery because of minor defects.
- 3.2 Should the Purchaser delay acceptance of the Delivery due to its fault, the Seller shall be entitled to claim liquidated damages for the delay in the amount of 0.5% of the agreed net order value of the part of the Delivery that has not been accepted per full week starting from the delay in acceptance but not exceeding a total of 10% of such value. The Seller shall be entitled to rescind the contract after having granted an appropriate grace period. In the event of final non-acceptance and/or after the Seller's rescission of the contract, the Seller shall be entitled to claim liquidated damages for the damage caused by the Purchaser's default in acceptance in the amount of 10% of the agreed net order value of the part of the Delivery that has not been accepted minus any prior liquidated damages due to the Purchaser's delay in acceptance. Any further claims of the Seller for damages and other rights shall remain unaffected.
- 3.3 The Delivery may only be resold unchanged in the original packaging. This shall not apply to the extent that repackaging of the Delivery is necessary in order to allow the commercial exploitation of the Delivery in other Member States of the European Union provided that the rightful interests of the Seller are protected during repackaging. In particular, in case of repackaging in line with the above, the Purchaser shall ensure and is solely responsible to ensure that repackaged goods are compliant with any and all legal and any other safety and regularity packaging requirements, in particular, without limitation, for the purpose of transport. This is to clarify that, without the Seller's prior written approval, the Purchaser shall not be entitled to relabel the products. The Purchaser shall be liable for any damage suffered by the Seller because of or in connection with any repackaging and shall indemnify and hold harmless the Seller from any respective third party claims.
- 3.4 Technical and other advice of the Seller in writing and speaking are not binding.

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- 3.5 The Purchaser is responsible for checking the Delivery with regard to its suitability for the purpose intended by the Purchaser and for the given conditions of use. This also applies if the Delivery is generally recommended for a specific purpose. The above does not apply insofar as the intended use derives directly from an explicit agreement between the Seller and the Purchaser. The Seller shall not be liable, irrespective of the legal basis, to the extent that damage is caused by an infringement of the aforementioned obligation of the Purchaser to examine the Delivery.
- 3.6 The Purchaser undertakes to comply with any and all eventual property rights of third parties, such as patents or utility patents, as well as any statutory provisions in the course of the processing of the Delivery.

4. Payment

- 4.1 Invoiced amounts are due within 30 days net as of the invoice date, unless otherwise agreed upon. Any terms of payment stated on the order confirmation or invoice, in particular with respect to the calculation of the period of time relevant for discounts, shall begin on the invoice date. Agreed discounts shall only be allowed to the extent that the Purchaser is not in default with the payment of invoiced and due amounts arising out of the business relationship between the Seller and the Purchaser. In case the Purchaser has granted the Seller a SEPA direct debit mandate, debiting shall take place on the due date. The Seller will inform the Purchaser of the SEPA direct debiting no later than one day before the due date.
- 4.2 If the Purchaser is in delay with the payment, the Seller shall be entitled to claim interests in the amount of 9 percentage points above the respective base rate of the European Central Bank unless the delay is not due to the Purchaser's fault.
- 4.3 The Purchaser may only assert a set-off right or a right of retention if his counterclaim against the Seller has been established by a final and non-appealable decision or is undisputed or has its origin in the same contractual relationship as the Seller's claim and, in case of set-off, if his counterclaim is owed in the same currency.
- 4.4 The Seller may request from the Purchaser to provide security prior to Delivery, if, after the formation of the contract, a significant deterioration of the Purchaser's solvency or creditworthiness becomes apparent which jeopardizes a claim of the Seller, in particular in case of a suspension of payments, a petition to open insolvency proceedings against the Purchaser's assets, or in case of a seizure. If the Purchaser refuses to provide security within a reasonable period granted to him, the Seller may entirely or partially rescind the contract. Any other rights of the Seller remain reserved.

5. Delivery

- 5.1 Unless agreed upon otherwise, the Delivery will be according to CPT (Incoterms 2020) Seller's factory/stock (place of delivery) to the agreed place of destination. The Seller will choose the transport route and the carrier and enter into the transport contract. Unless otherwise agreed upon, the Seller shall not carry out any Deliveries outside the territory of the Federal Republic of Germany. Collection by the Purchaser shall be excluded. Cartages and demurrages at the place of destination, area freight for express goods and air freight and supplementary freight charges for express goods and air freight shall be borne by the Purchaser in each case.
- 5.2 If the Seller has informed the Purchaser about any minimum order value or any minimum order amount prior to its order or if the Purchaser has confirmed his order following a respective information in whatever form and the Seller accepts an order below the minimum order value or the minimum order amount, the Seller will charge the Purchaser the actual freight or shipping costs for the Delivery or the freight/shipping flat rate quoted by the Seller for these particular cases.
- 5.3 The weight stated at the delivering plant or the warehouse upon dispatch shall be decisive for the determination of the weight of the Delivery.
- 5.4 In case of further export of the products by the Purchaser, the Seller shall not be responsible for the compliance of any regulatory requirements for such export and/or further deliveries of the goods (including, without limitation, any chemical law registrations) unless otherwise agreed upon.
- 5.5 The Seller shall not be obliged but entitled to partial shipments to the extent that this is reasonably acceptable for the Purchaser.
- 5.6 The agreed delivery time begins on the date of the order confirmation but not before the supply of the documents, authorizations, approvals, and any other information and documents required for the Deliveries which have to be furnished by the Purchaser and the fulfillment of any deposit or advance payment duties of the Purchaser. The Seller reserves the right, in case the Purchaser is in delay of payment for preceding orders, to process the order only after fulfillment of all existing obligations. In such case, the delivery period shall prolongue accordingly even without requirement of explicit notice by the Seller.
- 5.7 If delivery of the products is owed, the Seller can choose whether to deliver on its own or through a third party.
- 5.8 Should the Seller be at fault for a delay in delivery (Lieferverzug), the Purchaser's claim for damages due to the delay of the Seller shall be limited to 0.5% of the net value of the order regarding the delayed part of the Delivery per full week starting from the delay, but the total amount shall not exceed 5% of such net value. This limitation shall not apply in case of intent or gross negligence.
- 5.9 If the Seller exceeds an agreed delivery date, the Purchaser shall be entitled to rescind the contract provided the Seller has failed to fulfill his delivery obligation within a grace period of no less than three weeks to be set by and provided this is at the fault of the Seller. Such grace period is not required if it is dispensable by law. The rescission of the contract must be declared in writing at the latest within two weeks following the expiration of the granted grace period. Following the expiration of the aforementioned notice period for the rescission, the Purchaser shall only be entitled to rescind the contract after the expiration of an additional, adequate grace period granted by him provided that the Seller is at fault for not fulfilling his delivery obligations even within this grace period..

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- 5.10 Any events of force majeure entitle the Seller to postpone the Delivery by the duration of the hindrance effected by the force majeure event plus an adequate starting time. Any and all unavoidable events for which the Seller is not at fault shall be equal to force majeure events; such events equal to force majeure events are, in particular, measures in terms of monetary policy, trade policy and other sovereign measures, strikes, lockouts, significant business disruptions (such as fire, machinery breakage, lack or shortage of raw materials or energy for whatever reason, including, without limitation, supply shortages, other default in supply or other supply problems of raw materials suppliers or any other sub-suppliers of the Seller, disruptions in the packaging process or processing or any shortages in transportation) as well as obstruction of routes unless they are, in each case, only of a short-term duration, which significantly impede the Delivery or make it impossible. The Seller must inform the Purchaser about any events of force majeure and any equated events. Should the obstruction take longer than three months, both parties shall be entitled to rescind the contract. If partial delivery has already been made, the Purchaser shall only be entitled to rescind the contract under the aforementioned conditions with respect to such part of the Delivery that has not been executed. On the grounds of an unexecuted part of the Delivery, the Purchaser may not refuse the payment of a partial Delivery which has already been executed.

6. Transfer of Risk

- 6.1 Unless agreed upon otherwise, the risk is transferred to the Purchaser at the latest upon handing over of the Delivery to the carrier. Furthermore, the risk is transferred to the Purchaser in the moment when the dispatch or the delivery is delayed out of reasons the Purchaser is at fault for or if the Purchaser is in default of acceptance.
- 6.2 The Purchaser shall bear the risk during the return transport of the Delivery if the return is for cause of the Seller's rescission of the contract due to default of the Purchaser or if the Delivery is being taken back out of Seller's goodwill.

7. Rights due to Defects

- 7.1 The Purchaser shall give written notice of apparent material defects (including, without limitation, damages to the packaging and deviations in quantity) without undue delay, but at the latest within eight days following the reception of the Delivery at the place of destination. The Purchaser shall give written notice of hidden material defects without undue delay, but at the latest within eight days following the discovery or, in case of resale by Purchaser, following receipt of relevant complaints of his purchaser or third parties in the supply chain. Otherwise the Delivery shall be deemed as approved in regard of the material defect.
- 7.2 Upon request, the Purchaser shall send examples of the rejected Delivery without undue delay. The Purchaser shall bear the costs, unless claimed defects will prove true subject to the condition that the unjustified complaint is at the Purchaser's fault.
- 7.3 If a neutral sampler drew samples at the place of lading, only these shall be decisive for the assessment of the Delivery. Any original pieces of the Delivery remaining with the Seller shall be equal to neutrally drawn samples. This shall also apply to oddments from the production charge remaining with the Seller out of which the Delivery derived from.
- 7.4 In case of unconditional acceptance of the Delivery by any train or shipping company or any other carrier it shall be presumed that the packaging of the Delivery was impeccable upon handing over to the carrier.
- 7.5 The Seller shall not be liable for the legibility of any encoding (such as GTIN) placed on a Delivery. Any eventual illegibility of any encoding shall not be considered as a defect.
- 7.6 It does not constitute a defect if property rights of third parties, such as patents or utility patents, have been infringed, to the extent that the infringement of the property right was caused by an application which was not foreseeable for the Seller, or by a modification of the Delivery carried out by the Purchaser or by an application of them together with products which were not delivered by the Seller.
- 7.7 If the Delivery corresponds to the agreed quality, it is also deemed to be in accordance with the contract and free from defects if it does not meet the objective requirements within the meaning of Section 434 (3) of the German Civil Code (BGB).
- 7.8 Characteristics of the Delivery specified prior to the conclusion of the contract are not automatically part of the agreed quality, but only if they are expressly stated in the Seller's offers or order confirmations. Quality characteristics of samples, analysis data, agreed specifications and any expressly agreed intended use do not constitute objective requirements for the Delivery or a warranted characteristic or guarantee unless expressly granted in writing.
- 7.9 If the defect exists upon transfer of risk, the Seller shall provide the cure, at its own discretion, either by remedy of the defect or subsequent delivery. In case of Purchaser's resale of the Deliveries, the Purchaser shall ensure that the Seller shall be involved for the cure provided to the end customer. Should the cure fail, the Purchaser shall have the right to reduce the purchase price or to rescind the contract, in each case in accordance with the statutory prerequisites. In case of supplier recourse according to sec. 445a (2) of the German Civil Code (BGB), this shall only apply if and to the extent the Purchaser has fulfilled his obligation to involve the Seller for the cure provided to the end customer. The Purchaser's claims for damages or for compensation of expenses shall be governed by Section 8.
- 7.10 In the event of an unjustified claim for cure, the Purchaser shall be obligated to pay the Seller any damages caused by the Purchaser's unjustified claim for cure, if the Purchaser was aware of the fact that his claim for cure was unjustified or if he was not aware of it out of negligence.

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8. Damages and Compensation of Expenses

- 8.1 Any claims for damages and claims for compensation of expenses of the Purchaser, irrespective of their legal bases (infringement of obligations, contract, tort, etc.) shall be excluded.
- 8.2 The exclusion of liability pursuant to Section 8.1 shall not apply
- a) in case of liability pursuant to the statutory mandatory liability provisions, particularly the German Product Liability Act (Produkthaftungsgesetz),
 - b) in case of intent or gross negligence,
 - c) in case of death, injury or detriment of health the Seller is at fault for,
 - d) Claims pursuant to Section 439 (2) (expenses for the cure of defects) German Civil Code (BGB) or Section 439 (3) (installation and removal costs in connection with the cure of defects) German Civil Code (BGB) or Section 445a (1) (supplier recourse) German Civil Code (BGB),
 - e) in case of an infringement of essential contractual obligations the Seller is at fault for. Essential contractual obligations are those obligations which must be fulfilled in order to duly execute the contract and on the performance of which the Purchaser generally relies and may duly rely on. However, the Seller's liability for an infringement of essential contractual obligations shall be limited to a reimbursement of foreseeable, contractually typical damages, unless the Seller is liable due to intent or gross negligence, for death, injury or detriment of health, or pursuant to the German Product Liability Act (Produkthaftungsgesetz) or
 - f) in case of an assumption of a guarantee and for fraudulent intent in case of a claim due to a defect.
- 8.3 To the extent that the liability of the Seller is excluded or limited, this shall also apply to the benefit of any statutory representatives, employees, sub-suppliers and auxiliary agents of the Seller in case the Purchaser asserts claims directly against them.
- 8.4 The preceding provisions do not constitute a modification of the burden of proof to the disadvantage of the Purchaser.

9. Limitation Period

- 9.1 The limitation period for claims arising from defects shall be one year as of the beginning of the statutory limitation period. Notwithstanding the foregoing, the statutory limitation period shall apply a) in the event of Section 438 (1) No. 1 German Civil Code (BGB) (real rights of a third party), recourse claims according to Section 445a (supplier recourse) German Civil Code (BGB), and fraudulent intent; b) in case of claims for damages based on intent or gross negligence, due to death, injury or detriment of health the Seller is at fault for, or pursuant to statutory mandatory provisions, particularly the the German Product Liability Act (Produkthaftungsgesetz).
- 9.2 As a principle, any rectification or new supply of the Delivery carried out by the Seller is an act of goodwill and is made without acknowledgement of any legal obligation. An acknowledgement of a legal obligation causing a recommencement of the limitation period shall be deemed declared by the Seller towards the Purchaser only if the Seller declares such acknowledgement explicitly.
- 9.3 The standard limitation period (regelmäßige Verjährungsfrist) for any other claims of the Purchaser against the Seller shall be limited to two years as of the start of the statutory limitation period. This shall not apply to claims for damages equivalent to Section 9.1 b); these are subject to the statutory limitation period.

10. Retention of Title

- 10.1 The Delivery remains property of the Seller until the complete fulfillment of any and all claims arising out of the business relationship between the Seller and the Purchaser. Reservation of ownership shall also apply to new goods resulting from the processing, mixing or combining of the Delivery; however, if the Seller does not become the exclusive owner of the new good, the reservation of ownership shall apply to the respective co-ownership shares in the new good the Seller is entitled to. The processing of the Delivery is effected for the Seller as manufacturer without creating any obligation for the Seller. In case of processing, mixing or combining of the Delivery with material, which is not owned by the Seller, the Seller shall always acquire co-ownership of the created new good in the ratio of the value of the Delivery to the value of the new good. If the property of the Seller is extinguished by mixing or combining, the Purchaser transfers, already at this moment, co-ownership of the new good in the ratio of the value of the Delivery to the value of the new good and shall store the new good for the Seller for this purpose.
- 10.2 The Purchaser is authorized to resell the reserved goods within the course of a proper business transaction. Any other disposal, in particular any pledge, transfer by way of security or barter transaction is forbidden. The Purchaser shall immediately notify the Seller of any pledge carried out by a third party, also after the processing, mixing, or combining, as well as of any other impairment of rights held with respect to the reserved goods, and shall immediately inform the third party of the Seller's rights associated with the reserved goods. Already at this moment, the Purchaser assigns to the Seller any and all claims arising in connection with the resale of the reserved goods against his customers; the Seller accepts the assignment. In the event that the Purchaser resells the reserved goods together with other goods which are not property of the Seller, the assignment of claims arising in connection with the resale shall be limited to the value of the reserved goods. If the claim arising out of the resale of the reserved goods becomes part of a current account established between the Purchaser and his customer, the assigned claim shall, following the balancing, be replaced by the recognized accounting balance which is assigned in the amount of the resale value of the respectively sold reserved goods. The Purchaser is entitled to collect the claims arising out of the resale of the reserved goods assigned to the Seller. The Seller is entitled to revoke the authorization to resell the reserved goods or to collect the claims assigned, a) if the Purchaser is in default with payments arising in connection with the business relationship; b) if the Purchaser

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disposed of the reserved goods outside of a proper course of business; or c) if, after the formation of the contract, a significant deterioration of the Purchaser's solvency or creditworthiness becomes apparent which jeopardizes a claim of the Seller, in particular in case of a suspension of payments, a petition to open insolvency proceedings against the Purchaser's assets, or in case of a seizure. Any receivables deriving from claims assigned to the Seller which the Purchaser receives after the revocation of the authorization to collect claims must be immediately accumulated on a special account indicating the respective designation provided by the Seller. Following the revocation of the authorization to collect claims, the Purchaser must, upon request, immediately inform the Seller about the debtors owing the assigned claims in writing and notify the debtors of the assignment.

- 10.3 Should the Purchaser fall behind with his payment obligations with respect to the Seller or should he infringe any duty arising in connection with the reservation of ownership, the Seller shall be entitled, following his rescission from the contract, to demand the surrender of the reserved goods and to collect them from the Purchaser.
- 10.4 In case any applicable law does not acknowledge a retention of title, the Purchaser shall cooperate in order to establish a comparable security right for Seller's claims and support Seller in order to establish such comparable security right. In case any applicable law provides for additional requirements for a retention of title, such as without limitation registration requirements, the Purchaser shall cooperate in order to fulfill such requirements and support Seller in order to fulfill such requirements.
- 10.5 The Seller is obligated to release security interest upon request by the Purchaser, to the extent that the realizable value of the securities granted to the Seller exceeds the relevant total claim of the Seller to be secured by 10 %.

11. Returnable Packaging / Pallets

- 11.1 To the extent that the parties agreed on the provision of goods on pallets, the Seller is, at his own discretion, entitled to carry out the deliveries on Euro-Pool-Pallets with the measures 800 x 1200 mm or on EW 10 expendable pallets. Delivery on Euro-Pool-Pallets shall take place, at the election of Seller, (i) concurrently in exchange, i.e. for the pallets delivered the same number of undamaged, empty pallets (in each case only Euro-Pool-Pallets) must be furnished, or (ii) against issuing a voucher for pallets. Damaged but reparable Euro-Pool-Pallets which the Seller receives back shall be invoiced with the respective repair costs, damaged but non-reparable pallets shall be invoiced with the respective replacement costs, unless the Purchaser is not at fault for the return of damaged Euro-Pool-Pallets. If the Purchaser, contrary to his exchange obligation or obligation to provide a voucher for pallets, does not provide any Euro-Pool-Pallets as empty pallets or not a sufficient amount of empty pallets, he shall supply them after the Seller has set him an adequate grace period, otherwise, unless he proves that he is not at fault for the infringement of his exchange obligation, he shall pay the Seller, at the Seller's reasonable discretion, the current replacement costs for the pallets. The risk regarding Euro-Pool-Pallets which were provided by the Purchaser by exchange shall pass on to the Seller upon handing over. If the Delivery is executed on expendable pallets, the Purchaser shall take care of the transfer of the products from the pallet and the disposal of the expendable pallets.

- 11.2 If eurodisplay pallets are used, these are in general CHEP pallets which remain with the Purchaser and will be picked up by CHEP. The same shall apply if 1/1 CHEP is being used as (basis) charge carrier.

- 11.3 With respect to any other returnable packaging, loading devices and borrowed displays provided by the Seller, the following provisions shall apply:

Any returnable packaging provided by the Seller as well as any eventual loading devices and borrowed displays are not sold and remain property of the Seller. They shall be handled with care and may not be used for any other purposes than the storage of the Delivery. The Purchaser shall be liable for any and all damages caused by an infringement of the aforementioned duties of the Purchaser, unless the Purchaser is not at fault for the breach of duty. Returnable packaging, loading devices, and borrowed displays shall be returned carriage paid, in proper, usable condition to the indicated place of receipt for empty carriage immediately after having been emptied, quoting the department named in the Seller's invoice. Should returnable packaging, loading devices, or borrowed displays not be returned in due time, the Seller shall be entitled to invoice them with the respective replacement costs following the setting and expiration of an adequate grace period. If returnable packaging, loading devices, or borrowed displays become unusable, the Seller shall be entitled to invoice them with the respective replacement costs, unless the Purchaser is not at fault for the unusable state.

- 11.4 The taking back of packaging which is not returnable packaging shall be governed by the provisions of the German Regulation on Packaging (Verpackungsverordnung) which was applicable at the point in time of the formation of the contract as well as by any additional agreements made.

12. Acceptance of returns for the Sake of Goodwill

Should the Seller accept returns which he approved in advance for the sake of goodwill, he shall charge, to the extent that he does not fix any other fee upon acceptance of the Purchaser's request for return at the latest, 20% of the net value of the order plus transportation costs.

13. Foreign Trade and Customs Requirements, Export Control Regulations

- 13.1 The Seller's obligation to fulfil the contract shall be subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 13.2 If the Purchaser transfers the Delivery in whole or in part to a third party worldwide, the Purchaser shall comply with all applicable national and international (re-)export control regulations. In any event the Purchaser shall comply with the (re-)export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

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- 13.3 If required to conduct export control checks, the Purchaser, upon request by the Seller, shall promptly provide the Seller with all information pertaining to the particular end customer, the destination and the intended use of the Delivery, as well as any export control restrictions existing.
- 13.4 The Purchaser shall indemnify and hold harmless the Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Purchaser, and the Purchaser shall compensate the Seller for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Purchaser. This provision does not imply a change in burden of proof.

14. Final Provisions

- 14.1 To the extent that these Sales Conditions require written form, text form (letter, fax, email, etc.) shall be sufficient for the written form requirement.
- 14.2 These Sales Conditions do not imply any shift in the burden of proof.
- 14.3 The entire article master data including logistical data, dangerous goods information and periods of validity are stored in a master data pool on a corresponding data portal and shall be updated on a regular basis. Upon Purchaser's request the Seller may grant access to the data portal to the Purchaser.
- 14.4 Should any individual provision of these Sales Conditions or of the contract be or become invalid, the validity of the other provisions remain unaffected.
- 14.5 The rights under the contract between the Purchaser and the Seller may not be sold, assigned, or otherwise transferred unless the other party has given its prior consent to such transfer, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the Seller may, without the prior consent of the Purchaser, assign or transfer its rights and claims arising from this Agreement or any purchase order, in whole or in part, to affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) or to a third party. The Seller may also transfer this Agreement, in whole or in part, to an affiliated company within the meaning of Sections 15 et seq. AktG either in connection with an intra-group transfer of operations or in the event of the transfer of all or a substantial part of the Seller's assets or business, even without the prior consent of the Purchaser. In particular, the Seller is entitled to transfer this Agreement, in whole or in part, to Henkel Consumer Brands GmbH (HRB 85515, Local Court of Düsseldorf) or Henkel Adhesive Technologies GmbH (HRB 91827, Local Court of Düsseldorf) without the consent of the Purchaser. The Seller may also assign or transfer this Agreement, in whole or in part, without the prior consent of the Purchaser to a third party that acquires all or a substantial part of the Seller's assets or business.
- 14.6 Place of performance for any and all obligations of the Seller and the Purchaser arising out of the contract, including the Seller's obligation to cure a defect and the parties' mutual return obligations in case of rescission shall be the registered office of the Seller. Subject to the condition that the Purchaser is a merchant (Kaufmann), the exclusive place of jurisdiction for any and all disputes arising from or in connection with the Delivery shall be Düsseldorf, Germany. However, the Seller shall also be entitled to take legal action against the Purchaser at the Purchaser's place of general jurisdiction or before any other competent court.
- 14.7 The relationship between the Seller and the Purchaser shall be subject to the laws of the Federal Republic of Germany. The application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

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