

GENERAL TERMS AND CONDITIONS OF SALE
FUCHS LUBRICANTS BENELUX N.V./S.A./P.L.C.

The legal relationship between FUCHS LUBRICANTS BENELUX PLC, with its registered office at 1654 Beersel, Heideveld 54, registered in the Belgian Crossroads Bank for Enterprises and VAT register under number BE0421.493.902, email at info-fbnl@fuchs.com, tel. +32 (0) 363 19 91, website <https://www.fuchs.com/be/> (hereinafter 'FUCHS'), and the Customer (together referred to as the 'Parties') is governed by these general terms and conditions of sale (hereinafter the 'Conditions'), which may be supplemented by specific terms and conditions applicable to the order (e.g., quotation).

These Conditions have the force of law in the relationship between FUCHS and the Customer and shall annul and replace all written or oral arrangements, agreements, proposals, and commitments relating to the same subject matter which would precede the date of the final Agreement between the Parties.

1. Application

1.1. These Conditions apply to orders placed by the Customer for goods and/or services. The Conditions must be accepted by the Customer upon confirmation of the quotation. Acceptance of the Conditions shall also be inferred from the normal execution of the assignment/order, or they shall be deemed to have been accepted by the Customer if the Customer has not expressed an objection within a reasonable period after receipt thereof, hereby determined to be 7 calendar days. The Customer hereby waives any general or special terms that may be stated on their own commercial documents or correspondence, even if such terms specify that they alone apply. Deviations from the Conditions are only possible with prior written consent from FUCHS.

1.2. FUCHS reserves the right to amend or supplement the Conditions at any time for valid reasons. In such cases, written notice of the changes will be provided to the Customer. If the Customer does not raise a written objection to the proposed changes or additions within 14 days of receiving this notice, they will be deemed to have accepted them.

1.3. The Customer is solely and exclusively responsible for the accuracy of all data transmitted and used. FUCHS does not bear any responsibility for incorrect data supplied by the Customer.

1.4. If the Customer acts on behalf of a legal entity, it shall at all times be held personally responsible for outstanding invoices, if it should turn out that the Customer was not authorised to act on behalf of the legal entity at the time of issuing the order/order or if the legal entity on behalf of which it was signed waives its obligation to pay.

2. Conclusion of the Agreement

2.1. Commercial documents and quotations do not create any obligations on the part of FUCHS. All quotations are non-binding regarding price, content, and delivery time and expire after 30 days unless a different expiry date has been agreed upon between the Parties or unless confirmed by the Customer in writing. The quotation is based on the information available to FUCHS at that time from the (potential) Customer.

2.2. The Agreement between FUCHS and the Customer is only concluded when the Customer returns a signed quotation, along with the Conditions signed by the Customer, to FUCHS, and this is then validated by FUCHS. The confirmation will be sent to the email address provided by the Customer. It is the Customer's responsibility to ensure that the messages do not end up in the spam folder.

2.3. Only products and/or services expressly mentioned in the quotation are included in the Agreement. Any changes—regardless of the reason—are not covered by the original Agreement and will be charged additionally.

2.4. The transfer of risk takes place either at the moment the purchased products are handed over to the carrier appointed by the Customer or by FUCHS at the specified location, after the goods have been loaded onto the vehicle (Incoterm FCA)—with the unloading of the products occurring at the Customer's risk—or at the moment the products are made available at FUCHS's registered office, where the Customer must collect them if applicable, or at the moment the services are performed by FUCHS or an appointed third party. From that point onwards, the Customer is exclusively liable for any loss or damage, regardless of its nature, caused by or to the products, except as provided under the warranty provisions in Article 8.

3. Prices

3.1. FUCHS will express the applicable prices in euros. The Parties agree that the applicable prices are those in effect at the time of the conclusion of the respective Agreement between the Customer and FUCHS, excluding FCA, any applicable taxes or import duties, packaging, VAT, or other charges or customs fees imposed by governmental authorities and borne by the Customer, unless otherwise agreed with the Customer. Unless otherwise agreed, FUCHS is also not responsible for any customs clearance or other customs formalities.

3.2. To the extent that the Agreement provides for the delivery of the purchased products by FUCHS to the delivery address specified by the Customer, the delivery costs will be borne by the Customer, unless otherwise agreed.

3.3. Any price increases due to third-party suppliers, changes in raw material prices, or changes in legislation, and thus entirely independent of FUCHS's will, occurring prior to the date of delivery, availability, or any installation, will automatically and without prior notice result in a revision of the prices stated in the Agreement, without the Customer being entitled to terminate the Agreement on this basis. In general, FUCHS reserves the right to adjust prices, provided there is a valid reason for doing so. Any price adjustment will be limited in accordance with the applicable legal guidelines, such as Article VI.91/5 of the Belgian Economic Law Code.

4. Invoicing

4.1. Orders may be invoiced either (1) in advance by provisional invoices, (2) upon delivery, (3) by cash on delivery, or (4) after delivery/execution by FUCHS to the Customer. FUCHS therefore reserves the right to request one or more advance payments.

4.2. All invoices are sent digitally (in PDF format) and are payable within 30 days from the end of the month of the invoice, unless a different payment term is specified on the invoice.

4.3. If payment is not made within the stipulated payment term, the invoice amount will automatically and without prior notice be increased by the applicable statutory interest rate for late payments in commercial transactions, currently set at 12%, calculated on the outstanding amount, with each month commenced being considered as elapsed, and a fixed compensation of 10% of the amount of the unpaid invoices, with a minimum of EUR 150,00. All collection costs are also the responsibility of the defaulting Customer.

4.4. If the Customer fails to settle one or more outstanding invoices, FUCHS reserves the right to suspend further performance of its duties or delivery of products until all outstanding accounts are settled (including added compensation and late interest). In any case, the Customer is liable for all amounts due for the services performed and expenses incurred by FUCHS, including (extrajudicial) collection costs.

4.5. Non-payment of any invoice by its due date will result in all other invoices for the same debtor becoming immediately due. If FUCHS has explicitly and in writing granted payment terms, the total amount still due will become immediately payable in full if any single payment term is not adhered to as agreed. All payments will first be applied to the overdue interest.

4.6. In the event of non-payment, all amounts due will be collected through legal means.

4.7. Any protest regarding an invoice must be communicated to FUCHS by registered mail within 7 calendar days from the invoice date. Protests communicated after this period will be considered invalid.

4.8. The Customer is not allowed to unilaterally and without prior written agreement on behalf of FUCHS, make any set-off or other compensation in respect of amounts owed.

5. Retention of title

5.1. The delivered products remain the property of FUCHS, even after incorporation, until full payment (principal amount, costs, and interest) of the products by the Customer has been made (notwithstanding that the risk of loss and/or destruction of the products is borne by the Customer from the time of delivery or availability in accordance with Article 2.4 of these Conditions). In the case of partial deliveries, and when these are subject to separate payments, the products also remain the property of FUCHS, even after incorporation, until the moment of full payment (principal amount, costs, and interest) for the entire order. Until full payment has been made, the Customer is not entitled to dispose of the products in any way, nor is the Customer entitled to rent, pledge, give away, transfer, or encumber these products, not limited to those listed. The Customer must immediately notify FUCHS of any seizure of the delivered products by third parties.

5.2. FUCHS may remove the delivered products (or have them removed) from the Customer's premises if the Customer has not paid the corresponding invoices for the delivered products in a timely manner. If the removal occurred due to the Customer's payment default, such removal shall not constitute a cancellation of the order by FUCHS, unless FUCHS explicitly and in writing notifies otherwise.

5.3. The Customer assigns to FUCHS any claims for the purchase price that it obtains through the sale of goods that are still the property of FUCHS, as security for FUCHS's purchase price claim. FUCHS hereby accepts this assignment. If an assignment is not permitted, the Customer instructs the third-party debtor to make any payments solely to FUCHS. The Customer is entitled to collect the assigned claims as long as it fulfils its payment obligations to FUCHS. If the Customer fails to meet these obligations, FUCHS is entitled to collect the amounts due.

5.4. . The Customer explicitly acknowledges that, insofar as permitted by applicable law, the following agreements between the Parties shall apply:

a) If the delivered products are processed, manufactured, or modified, FUCHS shall be a co-owner of the resulting new product, to the extent of the invoice value of the delivered products that have become part of the new product.

b) If FUCHS loses its retention of title on the delivered products under applicable law due to incorporation or mixing with other products, the Customer hereby already transfers co-ownership to FUCHS of the resulting new products to the extent of the invoice value of the delivered products. The Customer shall keep all such products for FUCHS free of charge.

c) The Customer may only sell the delivered products or products of which FUCHS is a co-owner in the normal course of business, under usual sales conditions, and only as long as the Customer meets its financial obligations to FUCHS when they become due. The Customer sells the delivered products only with retention of title for FUCHS. Claims of the Customer arising from the sale by the Customer of the delivered products are hereby assigned to FUCHS, and FUCHS accepts this assignment. Such claims serve as security for FUCHS's claims against the Customer, to the same extent as the delivered products.

6. Delivery of products, services and containers

6.1. FUCHS will agree on a date or schedule for the delivery of the ordered products and/or services with the Customer. FUCHS is entitled to change the schedule and/or delivery time if it cannot be adhered to and deems it necessary (e.g., in the context of sustainability policies), without affecting the Customer's obligation to pay for the costs incurred up to that point. All offers or scheduling arrangements are made

without commitment regarding the delivery date, which is not strictly applicable and is always provided as an estimate.

6.2. Deliveries of ordered products will be made solely in accordance with Incoterm FCA (Free Carrier), unless otherwise agreed between the Parties.

6.3. If the products delivered by FUCHS are damaged at the time of receipt by the Customer, do not match the products listed on the delivery note, or do not correspond to the products ordered by the Customer, this must be reported to FUCHS as soon as possible and no later than 7 calendar days after receipt via email. In such cases, FUCHS will discuss with the Customer how the issue can be resolved. Complaints received outside this period will be considered as late and thus invalid. The Customer must substantiate the complaint thoroughly and provide the necessary evidence. Any liability on the part of FUCHS will be handled as outlined in Article 8 of these Conditions.

6.4. FUCHS may provide, in support of the Customer, services which are performed by third parties (such as, but not limited to, providing training, conducting audits, providing materials, etc.). FUCHS shall not be held liable for any damage arising from these services performed by third parties at the Customer's request for support. The maximum liability rests with the third-party provider of these services, and the Customer shall indemnify FUCHS against all claims related to such support services.

7. Termination of Agreement and cancellation

7.1. The Agreement established between the Parties in accordance with Article 2 is concluded for the entire duration of the agreed assignment/order and delivery.

7.2. Each Party may terminate the Agreement immediately in the event of gross negligence or failures by the other party, or in the event of ordinary negligence or failures if these are not remedied within 15 days after a notice of default, including the non-payment of (advance) invoices, to which Article 4.3 of these Conditions remains fully applicable. In the event of early termination, all outstanding amounts become due, and all services provided that have not yet been invoiced may be invoiced.

7.3. FUCHS may also unilaterally terminate the Agreement at any time. If the early termination is due to a breach by the Customer, the latter shall under no circumstances be entitled to compensation or reimbursement of any amounts paid.

7.4. If the Customer terminates the Agreement prematurely without complying with the provisions of this article, i.e., if they cancel the order of goods and/or services after the conclusion of the Agreement, the Customer shall be required to pay a flat cancellation fee of 30% of the quotation price (including VAT), with a minimum of EUR 150.00, without prejudice to FUCHS' right to prove and claim full damages. Cancellation by the Customer also includes situations where the delivery of goods and/or services is not possible due to the actions or omissions of the Customer, in which case the full amount of the order will be due. The order can only be validly cancelled by the Customer via e-mail, and FUCHS must send a confirmation of receipt of this e-mail to the Customer.

8. Liability

8.1. The Customer guarantees that the information essential for the proper execution of the delivery of goods and/or services has been provided in writing. FUCHS is not liable for any damage caused by the incompleteness or inadequacy of the information provided by or on behalf of the Customer, nor is FUCHS liable for advice provided by FUCHS based on incomplete or inadequate information. FUCHS will not investigate the factual accuracy and completeness of the information provided by the Customer or by third parties.

The Customer is also responsible for complying with safety and environmental regulations related to the purchase, storage, and use of the products after the transfer. FUCHS is not responsible for obtaining legal approvals in this regard. The Customer must comply with the specifications, instructions, guidelines, and

conditions in the product information, technical instructions, assembly, operating, and user manuals, and other documents relating to the individual products, in particular by properly maintaining them and providing proof thereof, and by using recommended parts. Claims against FUCHS for damages arising from non-compliance with this obligation are excluded.

8.2. FUCHS is also not liable for any damage, of any kind, resulting from the Customer's failure to comply with the Conditions, nor is it liable for damage directly or indirectly caused by an act of the Customer or a third party (such as, but not limited to, alteration, transport, unloading, use by the Customer or by third parties appointed by them other than as prescribed), regardless of whether such damage is caused by fault or negligence.

8.3. FUCHS cannot be held liable for any loss or damage of any kind, which is wholly or partially the result of its actions or those of its appointees (regardless of their status), agents, or representatives, except in cases of intent, fraud, or gross negligence, or in the event of a breach of our warranties or in the case of causing bodily injury, including death.

8.4. FUCHS liability is therefore limited to liability that is mandatorily imposed by law, except for the explicit commitments undertaken by FUCHS under the Agreement.

8.5. FUCHS shall, regardless of the cause, form, or subject of the claim invoking liability, not be liable for indirect or consequential damage.

8.6. If FUCHS's liability is established, it shall only be obligated to remedy the defects or refund the price of the product.

8.7. Under no circumstances can FUCHS be held liable for any damage to the products that occurs during unloading after they have been delivered to the delivery address specified by the Customer. The Customer is fully responsible for the unloading of the products.

9. Warranties

9.1. Analytical data and details regarding quality characteristics reflect, to the best of FUCHS' ability, the current level of findings and development. Samples made available to the Customer prior to the conclusion of the Agreement are only approximate and reflect the average quality of the goods at that time. If, based on these samples, certain parameters are specified in the product specifications or other contractual documents, they shall be binding and final, even if the samples contain parameters not mentioned.

9.2. FUCHS provides a contractual warranty on the delivered products based on the expiration date of the products manufactured by FUCHS, provided that FUCHS's storage and usage instructions have been followed, the notification was made within 5 days of discovery, and the invoices have been fully paid in accordance with Article 4 of these Conditions. Information regarding the expiration date is available upon request. If the expiration date has passed, an extension may be considered upon request.

In the event of a defect in a product or component manufactured by FUCHS, the Customer may only return the product to FUCHS, subject to FUCHS's approval and at the Customer's expense. The method of transport will be determined by FUCHS.

If it is determined that the product is indeed defective, FUCHS is only obligated to remedy the defect by repairing or replacing it.

9.3. This warranty does not cover goods that have been damaged or exposed to an accident, incorrect or abusive use, improper storage, or goods that have been modified or repaired by anyone other than an authorized representative of FUCHS.

9.4. The warranty for products supplied by FUCHS and/or incorporated but manufactured by third parties covers only the warranty provided by these third parties to FUCHS. In such cases, FUCHS cannot be held liable for any damage resulting from a defect in the used (partial) product.

9.5. The current warranty provision limits FUCHS's liability in an absolute and exclusive manner and constitutes the sole remedy available to the Customer for any claims related to their order of products, their design, their suitability for the intended use, their performance, as well as for any defects therein.

10. Latent defects

10.1. If and to the extent that the Parties have (i) agreed on the quality of the goods, or (ii) assumed suitability for a specific use in the context of the Agreement, or (iii) agreed on instructions or related information, the products shall be considered defective only if and to the extent that these agreements or suitability requirements are not met. The agreed condition includes agreements regarding the type, quantity, quality, functionality, compatibility, interoperability, or other characteristics of the goods; in any case, the information in the product documentation for the respective products is considered as agreed. FUCHS is not liable for any other suitability for use, properties, accessories, or additional instructions. In particular, FUCHS is not obligated to ensure that the products are suitable for any other, potentially even usual, use or that they possess a quality that is typical for goods of the same type.

10.2. Defects that remain undetected during regular inspections upon receipt of the goods must be reported in writing to FUCHS without undue delay after such defects are discovered. The Customer must ensure that any rights of recourse against the transport company are preserved. In the event of quality complaints, a sample in sufficient quantity must be sent to FUCHS without undue delay; the remaining products in their original packaging, as well as any products that may have been in use, should be secured and stored separately. FUCHS must be given the opportunity to take all necessary measures to inspect the product subject to the complaint on site.

10.3. Any complaints by the Customer regarding defective products must be reported to FUCHS within one year.

11. Unauthorized use

11.1. FUCHS products must not be used for aircraft/spacecraft and/or their components without the express prior written consent of FUCHS, unless the FUCHS products are completely removed before the commissioning of such aircraft/spacecraft.

11.2. FUCHS products must not be used in connection with the primary circuit of nuclear energy.

11.3. If FUCHS products are used in violation of the restrictions set forth in paragraph 1 and/or 2, the Customer must indemnify FUCHS without undue delay against any possible resulting damage/loss and any related costs (including legal costs), unless the Customer is not responsible for the use of the products in violation of the restrictions mentioned in paragraph 1 or 2. Further claims of FUCHS shall remain unrestricted.

11.4. The Customer may not, directly or indirectly, sell or export the products (including technical support or services related to such products) to or for use in Russia, Belarus, the territories of Crimea, Donetsk, Luhansk, and any other self-proclaimed republics within the territory of Ukraine, if applicable. In the event of a breach, FUCHS has the right (i) to terminate the business relationship with the Customer immediately, either partially or entirely, (ii) to halt all product deliveries (including the provision of services) immediately, and/or (iii) to pursue all other appropriate legal remedies (including but not limited to compensation for damages, losses, and expenses).

12. Force majeure and hardship

12.1. Except for payment obligations, the Parties cannot be held liable for delays or deficiencies in the performance of the order if such delays or deficiencies result from events or circumstances beyond their control, which could not be foreseen and cannot be avoided (force majeure). Examples include (but are not limited to) exceptional weather conditions, total or partial strikes affecting the order, epidemics and

pandemics, earthquakes, fires, storms, floods, water damage, theft, blockage of computer, IT, or telecommunications systems, distribution blockages, or shortages of certain raw materials

If either Party is affected by a force majeure situation, it shall immediately notify the other party in writing. Such events relieve FUCHS from fulfilling its delivery obligations or deadlines, without the Customer having any right to claim compensation for costs, damages, or interest.

12.2. In the event of force majeure, the Parties may suspend the performance of the Agreement during the period of force majeure or terminate the Agreement (by registered letter) if the force majeure persists for more than 3 months. In such a case, the Customer is obliged to compensate FUCHS for the portion of the work performed, without any further compensation being due.

12.3. A Party may request the other Party to renegotiate their mutual agreements regarding changes or termination if the following conditions are met:

- A change in circumstances makes the performance of the Agreement or any obligation under the Agreement unreasonably burdensome, to the extent that its performance can no longer reasonably be expected (e.g., financial conditions, drastic changes in economic conditions, significant price increases, disruption of the supply chain);
- The change was unforeseeable at the time of entering into the Agreement;
- The change is beyond the reasonable control of the Party requesting renegotiation;
- Neither Party has agreed to bear the financial risk of this change.

During the renegotiation period, the Parties shall continue to perform the Agreement. If the Parties fail to rebalance the Agreement within 30 days, the Agreement will be automatically terminated after one month, unless a court or an expert intervenes.

13. Confidentiality

13.1. The Parties shall consider all information they acquire regarding the other Party, its business operations (including quotes and price lists), its customers, its procedures, products, and services during the conclusion and execution of the Agreement as confidential information.

13.2. The Parties shall use this confidential information solely for the execution of the Agreement. This confidential information shall not be disclosed or made available to third parties by the receiving party, including its employees (regardless of their status), without the prior written consent of the other Party, except where disclosure or provision of access to third parties is absolutely necessary. The receiving party shall also take all necessary measures to prevent the dissemination of this confidential information.

13.3. This confidentiality obligation does not apply to information that: (i) is publicly known and part of the public domain; (ii) was lawfully obtained from third parties; or (iii) was independently developed by a party.

13.4. The Parties therefore agree to always maintain the confidential nature of this information, both during and after the termination of the Agreement, and not to use, distribute, publish, disclose, or communicate to third parties any facts or information that has come to their knowledge or that they have developed in the course of executing the Agreement and that is not normally accessible to the public.

13.5. The Parties also commit to complete confidentiality regarding all financial transactions related to this collaboration.

13.6. All documents, forms, correspondence, reports, advice, notes, records, and other assets and documents and copies thereof entrusted to one of the Parties in the context of the Agreement shall be handled with the care expected of a reasonably prudent person. Upon termination of the Agreement, for whatever reason, all confidential information must be destroyed.

13.7. This confidentiality obligation shall continue after the termination of the Agreement.

14. Intellectual property rights

14.1. Technical drawings, notes, designs, concepts, material choices, illustrations, logos, look & feel, drawings, photos, images, evaluations and manufacturing methods, (product) descriptions, data, product or company names, texts, etc., developed and/or used by FUCHS, in any form, are and remain the property of FUCHS, as well as any documentation made available to the Customer in this regard (e.g., in the quotation) or posted on the website.

14.2. Neither the supply of products nor the provision of services nor the forwarding of the offer by FUCHS shall result in any transfer of intellectual property rights to the Customer.

14.3. In the event of a breach by the Customer of the provisions of this article, the Customer shall owe a fixed compensation of EUR 1,500.00 per identified breach, without prejudice to FUCHS's right to prove and claim the full extent of the damage.

15. Nullity and forfeiture of right

15.1. The possible nullity, invalidity or unenforceability of any of the provisions of these Conditions and more generally of the provisions governing the legal relationship between the Parties for whatever reason (in whole or in part) shall in no way affect the validity of the other clauses of these Conditions despite the nullity of the disputed clause. Accordingly, the remaining clauses of these Conditions shall continue to apply in full.

15.2. FUCHS' failure to claim a right or apply a sanction does not in any way constitute a waiver of rights.

16. Applicable law and competent authorities

These Conditions and the overall legal relationship between FUCHS and the Customer are governed by Belgian law. The applicability of the Vienna Sales Convention is expressly excluded. Any disputes arising from or related to the legal relationship between FUCHS and the Customer shall be exclusively settled by the courts of the Brussels district.