

## **General Terms and Conditions of Sale and Delivery of Caminauer Kaolinwerk GmbH – Branch Kemmlitzer Kaolinwerke**

### **1. Scope / Differing terms and conditions of the Customer**

- 1.1 These General Terms and Conditions of Sale and Delivery apply exclusively to companies within the meaning of Section 14 *BGB* [German Civil Code] (hereinafter referred to as Customer) i.e. natural persons or legal entities that are performing their commercial or independent professional activities when concluding a legal transaction.
- 1.2. These General Terms and Conditions shall apply exclusively to our business relations with our Customers, also with respect to information and advice. Where our General Terms and Conditions are implemented in business with the Customer, they shall also apply to all further business relations between the Customer and ourselves, unless otherwise expressly agreed in writing. Differing terms and conditions of purchase of the Customer shall only apply if and to the extent expressly acknowledged by us in writing. Our silence regarding such differing general terms and conditions of purchase shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.
- 1.3 Our General Terms and Conditions shall apply in place of any general terms and conditions of purchase of the Customer, also where such general terms and conditions of purchase stipulate that acceptance of an order is deemed to be the unconditional acknowledgement of the general terms and conditions of purchase, or where we deliver, after the Customer has indicated the validity of its general terms and conditions of purchase, unless we have expressly waived the validity of our General Terms and Conditions in writing. By accepting our order confirmation, the Customer expressly acknowledges that it waives its legal objection derived from the general terms and conditions of purchase.
- 1.4 If we have concluded framework agreements with our Customers, these shall take precedence. They shall be supplemented by these General Terms and Conditions unless more specific provisions are agreed.

### **2. Information / Properties of the products**

- 2.1 Information and explanations regarding our products shall be provided solely on the basis of our experience to date.

- 2.2 Reference to standards, similar chemical and technical regulations and chemical and technical information, descriptions and illustrations of the products in quotations and brochures and in our advertising shall only represent information about a property of our products if we have expressly declared the quality to be a “*property* of the product”. These are otherwise non-binding, general specifications of performance.

- 2.3 We shall only be deemed to have given a guarantee if we have designated a property and/or an outcome of performance in writing as “*guaranteed by law*”.

- 2.4 If the basic data provided to us by the Customer are used for the manufacture of the products i.e. the values and specifications stated by the Customer, these shall be taken by us as the basis on which the products are manufactured, if this is possible in technical and production terms, and we shall attempt to achieve them as closely as possible.

- 2.5 We shall assume no liability that our products can be used for the Customer’s intended purpose other than liability prescribed by law unless we have agreed otherwise in writing with the Customer.

- 2.6 We shall retain title and copyrights to illustrations, drawings, indications of weight and dimension, performance and other property specifications, estimates of cost and other documents about our products and services. The Customer undertakes not to make the documents specified in the foregoing sentence accessible to third parties unless we give our express written consent.

### **3. Samples**

- 3.1 Properties of our samples shall only become an integral part of the contract if this was expressly agreed in writing.

- 3.2 If agreed, we shall make samples of the ordered products available to the Customer prior to manufacturing all the products. We shall subsequently manufacture all the ordered products only after inspection and confirmation by the Customer.

- 3.3 The Customer shall have the right to exploit samples in its own products. All copyrights, design rights and utility model rights to samples shall remain with the holders of the rights despite them being provided to the Customer.

- 3.4 If we have to deliver according to the Customer’s data or samples, the Customer shall assume the

responsibility towards ourselves that the products manufactured according to the Customer's data or samples do not infringe third-party rights, in particular industrial property rights.

#### **4. Conclusion of contracts / Scope of delivery / Procurement risk / Guarantee / Acceptance**

- 4.1 Our quotations are subject to change unless they are expressly designated as binding or contain binding commitments. They are only requests to Customers for purchase orders. A contract shall be created, also in day-to-day business, only when we confirm the Customer's purchase order in writing or text form (i.e. also by telefax or email). Where delivery is made immediately, our confirmation can be replaced by our delivery.
- 4.2 Our order confirmation shall be binding for the content of the delivery contract.
- 4.3 All agreements, collateral agreements, warranties and amendments of contracts shall only be valid when given in writing. This shall also apply to any waiver of the written form agreement itself. Verbal amendments or modifications of contracts shall be invalid. This shall not affect the precedence of an individual agreement (Section 305 b BGB).
- 4.4 We shall only be obliged to deliver from our own product stock.
- 4.5 Assumption of a procurement risk is not based solely on our obligation to deliver an article which is defined solely by its class. We shall only assume a procurement risk by virtue of a separate written agreement stating "*we assume the procurement risk...*".
- 4.6 If shipment is delayed at the Customer's request or for reasons for which the Customer is responsible, we shall have the right to store the products, beginning on expiry of the period set in the written notice that the products are ready for shipment, and to invoice the costs incurred for this at 0.5 % of the net invoice amount of the stored products for each full month or part thereof. This shall not affect the assertion of further rights. The right is reserved for the Customer to prove that no costs or considerably lower costs were incurred.

Furthermore, we shall have the right, after the period expires, to dispose of the contractual products otherwise, and to deliver to the Customer again after a reasonable period.

- 4.7 We shall have the right to make excess or short deliveries of up to 5 % of the agreed delivery quantity.

#### **5. Delivery / Delivery time / Default in delivery**

- 5.1 Binding delivery dates and delivery periods must be agreed expressly and in writing as binding. We shall make our best efforts to meet delivery dates and delivery periods that are not binding or approximate (approx., about etc.).
- 5.2 A commercial transaction for delivery by a fixed date shall only exist if we have expressly confirmed such transaction in writing or the legal requirements for a commercial transaction for delivery by a fixed date exist. The unilateral designation of a delivery as a commercial transaction for delivery by a fixed date by the Customer alone shall not be sufficient for this.
- 5.3 Delivery and/or service periods shall begin with the Customer's receipt of our order confirmation but not before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the Customer are met, in particular advance payments or securities agreed have been made or provided in full. This shall apply to delivery dates and/or service dates. If the Customer requests changes after placing the order, a new, reasonable delivery and/or service period shall begin upon our confirmation of the change.
- 5.4 The Customer's interest in our performance shall not apply in the absence of other written agreement only if we fail to deliver material parts or deliver with delay.
- 5.5 We shall not be in default as long as the Customer is in default in fulfilling obligations towards us; this shall also include obligations under other contracts.
- 5.6 If the Customer incurs damage as a result of our default, the Customer shall have the right, to the exclusion of further claims, to request compensation for default. It shall amount, for each full week of delay, to 0.5 % but as a whole to not more than 5 % of the net price for that part of the total delivery which, as a result of the default, cannot be used in due time or according to the contract. No further compensation shall be due from us for damage as a result of delay. This shall not apply in the case of an intentional or fraudulent act by us, in the case of damages due to injury to life, limb or health, and in the case of default where a commercial transaction for delivery by a fixed date has been agreed within the meaning of the law (see paragraph 5.2).
- 5.7 We shall not be obliged to deliver as long as the means of transport to be provided by the Customer is not available. However, we shall have the right,

where the shipping order or call order can be executed, to arrange delivery with our own or hired means of transport. In this case, the products shall be transported at the Customer's risk.

## **6. Delivery subject to own receipt of delivery / Force majeure and other obstructions**

6.1 If, through no fault of our own, we do not receive deliveries or services from our suppliers to provide the delivery due from us under the contract, despite due and adequate stocking prior to conclusion of the contract with the Customer, or they are incorrect or not in due time, or events of force majeure occur, we shall notify our Customer in writing or text form in due time. In such case, we shall have the right to postpone the delivery for the duration of the obstruction, or to rescind the contract in whole or in part for that part of the contract not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk. Events of force majeure are strikes, lock-outs, official intervention, energy shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not caused by our negligence.

6.2 If a delivery date or delivery period is agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded due to events according to paragraph 6.1., the Customer shall have the right, after a reasonable extension period has elapsed without result, to rescind the contract for that part not yet fulfilled, if the Customer cannot be objectively expected to adhere further to the contract. The Customer shall have no further claims, especially claims for damages, in that case.

6.3 The above provision pursuant to paragraph 6.2 shall apply accordingly if a customary delivery period was exceeded for the reasons stated in paragraph 6.1, also if no fixed delivery date was contractually agreed.

## **7. Shipment / INCOTERMS / Passing of risk / Packaging / Lump-sum disposal costs**

7.1 Unless otherwise agreed in writing, we shall ship pursuant to INCOTERM FCA (Free Carrier).

7.2 If our order confirmation includes a clause stipulated in the INCOTERMS, the INCOTERMS as last amended shall apply to the respective clause unless otherwise stated in our order confirmation.

7.3 We reserve the right to choose the route and means of transport. We shall, however, endeavour to take the Customer's wishes into account with respect to the route and type of shipment. Any additional expenses incurred as a result, also where delivery freight paid is agreed, shall be borne by the Customer.

7.4 If shipment is delayed at the Customer's request or through the Customer's fault, notice that the products are ready for shipment shall be deemed equivalent to shipment.

7.5 Unless otherwise agreed in writing, the risk of accidental loss or accidental deterioration shall pass to the Customer when the products to be delivered are handed over.

7.6 If shipment is delayed because we assert our right of retention due to the Customer's default in payment in whole or in part or due to another reason for which the Customer is responsible, the risk shall pass to the Customer at the latest as of the date on which the notice is sent stating that the products are ready for shipment.

7.7 Where the Customer or third parties determined by the Customer take over the products, times/dates for taking over the products must be agreed with us in due time.

## **8. Notice of defects / Breach of duty / Warranty**

8.1 The Customer shall give us notice of recognisable material defects immediately after collection in the case of delivery ex works, otherwise after delivery. The Customer shall give us notice of hidden material defects immediately after they are detected but at the latest within the warranty period according to paragraph 8.7. A notice of defects that fails to comply with requirements of time shall exclude any claim by the Customer for breach of duty due to material defects. This shall not apply in the case of an intentional or fraudulent act by us, the assumption of a guarantee for the absence of defects by us or in the case of liability according to the *Produkthaftungsgesetz* [German Product Liability Act].

8.2 Notice of defects according to paragraph 8.1 shall be given in writing. A notice of defects which is not in due form shall also exclude any claim by the Customer for defects.

8.3 The transport operator must also be notified of any material defects recognisable on delivery, and the recording of the defects must be arranged by the transport operator. Notices of defects must include a description of the defect. Failure to give notice of

defects in due time shall exclude any claim by the Customer for breach of duty due to defects. This shall not apply in the case of an intentional or fraudulent act by us, in the event of injury to life, limb or health, or the assumption of a guarantee for the absence of defects, or liability according to the *Produkthaftungsgesetz*.

- 8.4 Once processing, treating, combining or mixing with other articles has begun, the products delivered, in the case of recognisable material defects, shall be deemed approved by the Customer as according to the contract. This shall apply if the products are shipped onward from their original destination. Before any of the above activities begin, it shall be incumbent upon the Customer to clarify, through appropriate checks in terms of scope and method, whether the delivered products are suitable for the processing purposes, process purposes and other purposes intended by the Customer.
- 8.5 The Customer must give notice in writing immediately of other breach of duty, setting a reasonable time limit for remedy, before asserting further rights.
- 8.6 If, by way of exception, breach of duty does not relate to the performance of work by us, the contract may not be rescinded if our breach of duty is negligible.
- 8.7 We shall provide a warranty for material defects, unless otherwise expressly agreed, or there is a case of Sections 478, 479 *BGB* (right of recourse in the supply chain), for a period of one (1) year, calculated from the date on which the risk passes (see paragraph 7).
- 8.8 Further claims by the Customer for or in connection with defects or consequential damage caused by a defect, for whatever reason, shall exist only subject to the provisions of paragraph 11 unless these are damage claims resulting from a guarantee which is intended to cover the Customer against the risk of any defects. In this case too, however, we shall be liable only for typical and foreseeable damage.
- 8.9 If the Customer uses our products in a way that does not comply with our specifications, we shall not be liable for the resulting consequences.

Our warranty and liability arising therefrom shall also be excluded for the consequences of incorrect use or inappropriate storage conditions. This shall not, however, apply if the warranty claim can be proved not to be attributable to one of the above-mentioned exclusion criteria.

8.10 Claims based on defects shall not exist in the case of only a negligible deviation from the agreed or customary quality or usefulness.

8.11 Recognition of breach of duty, in particular in the form of material defects, shall only be valid when given in writing.

## **9. Prices / Payment terms / Objection of uncertainty**

9.1 All our prices are in principle quoted in EUROS and exclude packaging, freight and value added tax which shall be borne by the Customer at the legally valid rate. Prices and additional charges shall be determined by our general price list, valid at the time the contract is concluded, unless otherwise agreed.

9.2 We shall have the right to increase prices unilaterally and reasonably (Section 315 *BGB*) where material procurement costs or production costs, taxes, wage and ancillary wage costs as well as energy costs and costs due to environmental charges are increased if more than four months elapses between conclusion of the contract and delivery. An increase for the above purpose shall be excluded if the cost increase for the factors stated is cancelled out by a cost reduction for the other factors stated with respect to the total cost charged for the delivery.

9.3 If, in the future, the extraction (mining, quarrying) or delivery of the raw material to be delivered or its raw material components a sovereign levy (e.g. "gravel levy" or a levy comparable to the Saxon field and extraction levy) calculated on the basis of the delivery or extraction quantity is imposed on the Seller as the levy debtor, the Seller shall be entitled to add the levy burden specifically attributable to the raw material delivered to the Buyer to the respective material price, even if the levy does not have to be paid by the Seller until a later point in time. The adjustment of the material price shall be determined by the Seller at its reasonable discretion in accordance with § 315 of the German Civil Code (*BGB*), stating its calculation of the levy burden attributable to the raw material delivered. If the delivery is made from stocks not subject to a levy, an adjustment of the material price is excluded in this respect.

If the material price increases by more than 10 % as a result of this adjustment, the buyer shall be entitled to terminate this contract with a notice period of three months from the announcement of the price increase.

If the levy is introduced retroactively in such a way that raw material already delivered to the Buyer is included in the calculation of the levy, the above

rule shall apply accordingly and the Seller shall be entitled to adjust the material price for deliveries already made.

- 9.4 Our invoices are payable within 30 days of delivery of the products without any deduction unless otherwise agreed in writing.
- 9.5 If the Customer fails to make payment, the Customer shall be in default in payment, also without notice, within 31 days of the delivery.
- 9.6 Once in default, default interest shall be charged of 9 % above the respective base interest rate when the claim for payment falls due. We reserve the right to assert damage in excess of this.
- 9.7 The date payment is received by us or credited to our account shall be deemed the payment date.
- 9.8 The Customer's default in payment shall cause all claims for payment under the business relationship with the Customer to become due immediately. Regardless of any agreements to defer payments or agreements on payment by instalment, in this case all the Customer's liabilities due to us shall become payable immediately.
- 9.9 If payment terms are not met or circumstances known or recognisable that, in our proper commercial judgement, give rise to justified doubt as to the Customer's creditworthiness, also including such facts that already existed when the contract was concluded but which were unknown to us or did not have to be known to us, we shall have the right, notwithstanding further statutory rights in such cases, to cease further work on current orders or the delivery, and to request advance payments or the provision of securities which are acceptable to us for deliveries still outstanding, and, after expiry of a reasonable extension period to provide such securities without result, to rescind the contract, irrespective of other statutory rights. The Customer shall be obliged to reimburse us for all damages incurred by failure to fulfil the contract.
- 9.10 The Customer shall have a right of retention or right of set-off only with respect to those counterclaims that are not disputed or have been recognised by declaratory judgment.
- 9.11 The Customer can only exercise a right of retention if its counterclaim relates to the same contractual relationship.

## 10. Retention of title

- 10.1 We retain title to all goods delivered by us (hereinafter referred to as a whole as "Goods Subject to

Retention of Title") until all our claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour if any or all claims are incorporated by us in a current account and the balance has been established.

- 10.2 The Customer shall insure Goods Subject to Retention of Title adequately, in particular against fire and theft. Claims against the insurance arising from a case of damage relating to Goods Subject to Retention of Title are herewith already assigned to us in the value of the Goods Subject to Retention of Title.
- 10.3 The Customer shall have the right to resell the delivered products in the normal course of business. The Customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If the Goods Subject to Retention of Title are not paid for immediately by a third-party purchaser when resold, the Customer shall be obliged to resell under retention of title only.  
  
The right to resell Goods Subject to Retention of Title shall cease to apply at once if the Customer suspends its payment or defaults in payment to us.
- 10.4 The Customer already herewith assigns to us all claims including securities and ancillary rights that accrue to the Customer against the end user or third parties from or in connection with the resale of Goods Subject to Retention of Title. The Customer may not reach an agreement with its purchasers that excludes or impairs our rights in any way or nullifies the assignment of the claim in advance. If Goods Subject to Retention of Title are sold with other items, the claim against the third-party purchaser in the amount of the delivery price agreed between ourselves and the Customer shall be deemed assigned unless the amounts applicable to the individual goods can be determined from the invoice.

- 10.5 The Customer shall remain entitled to collect the claim assigned to us until revoked by us, this revocation being admissible at any time. At our request, the Customer shall be obliged to give us the information and documents in full required to collect assigned claims and, unless we do so ourselves, notify its purchasers immediately of the assignment to us.

- 10.6 If the Customer incorporates claims from the resale of Goods Subject to Retention of Title in a current account relationship with its purchasers, the Customer shall already now assign to us any recognised closing balance resulting in its favour in the

amount which corresponds to the total amount of the claim from the resale of our Goods Subject to Retention of Title, such claim being transferred to the current account relationship.

10.7 The Customer must notify us immediately if the Customer has already assigned claims to third parties arising from the resale of products delivered or to be delivered by us, especially due to real or unreal factoring, or made other agreements which can impair our current or future security interests pursuant to paragraph 10.

In the case of unreal factoring, we shall have the right to rescind the contract and request products already delivered to be surrendered. This shall also apply to real factoring if, according to the contract with the factor, the Customer cannot freely dispose of the purchase price of the claim.

10.8 In the event of conduct in breach of the contract through the Customer's fault, especially in the case of default in payment, we shall have the right, without previously having to rescind the contract, to take back all Goods Subject to Retention of Title. The Customer shall be obliged in this case to surrender the Goods Subject to Retention of Title at once. We may at any time during normal business hours enter the Customer's business premises to determine the stock of the goods delivered by us. Taking back the Goods Subject to Retention of Title shall only involve rescinding the contract if we expressly declare this in writing or mandatory statutory provisions provide for this. The Customer shall notify us immediately in writing of any third-party attachment of Goods Subject to Retention of Title or any claim assigned to us.

10.9 If the total value of the securities existing for us according to the foregoing provisions exceeds the secured claims by more than 10 %, we shall be obliged, at the Customer's request, to release securities at our option.

10.10 We treat and process Goods Subject to Retention of Title as manufacturer within the meaning of Section 950 *BGB* but without obligation on our part. If Goods Subject to Retention of Title are processed or connected inseparably with other items that do not belong to us, we shall acquire co-ownership in the new article in the ratio of the invoice amount for our goods to the invoice amounts for the other processed or connected items. If our goods are connected with other movable items into a uniform article that is deemed the principal item, the Customer shall now already assign co-ownership thereof to us in the same ratio. The Customer shall maintain ownership or co-ownership free of charge on our behalf. Rights of

co-ownership accordingly arising shall be deemed Goods Subject to Retention of Title. The Customer shall be obliged at any time at our request to provide us with the information required to pursue our ownership or co-ownership rights.

10.11 If, in the case of deliveries abroad, certain measures and/or declarations are required on our part by the Customer in the importing country for the effectiveness of the above-mentioned retention of title or the other rights described there, the Customer must notify us of this in writing or text form and take such measures and/or make such declarations immediately at its expense. We shall cooperate on this to the required extent. If the law of the importing country does not allow retention of title but allows us to reserve other rights to the delivery item, we can exercise all such rights at our reasonably exercised discretion (Section 315 *BGB*). If we cannot secure the claims against the Customer in an equivalent amount, the Customer shall be obliged at its expense to provide us immediately with other appropriate securities for the goods delivered or other securities according to our reasonably exercised discretion (Section 315 *BGB*).

## 11. Liability / Exclusion and limitation of liability

11.1 We shall be liable in principle only for intent and gross negligence by us and our legal representatives and vicarious agents. Our liability and that of our legal representatives and vicarious agents for slight negligence shall, therefore, be excluded except in the following cases:

- (a) violation of material contractual obligations;
- (b) if, in the event of violation of obligations within the meaning of Section 241 (2) *BGB*, it is no longer reasonable to expect the Customer to accept our performance;
- (c) in the event of injury to life, limb and health;
- (d) where a guarantee for the quality of performance, the existence of an outcome of performance, or a procurement risk has been assumed;
- (e) fraudulent intent;
- (f) initial impossibility;
- (g) claims under the *Produkthaftungsgesetz*; or
- (h) other cases of liability prescribed by law.

"Material contractual obligations" are obligations that protect the legal positions of the Customer

which are material to the contract and which have to be granted to the Customer under the contract in terms of content and purpose. Material contractual obligations are also contractual obligations, the fulfilment of which makes the due implementation of the contract at all possible in the first place, and where the Customer regularly relies on and may rely on compliance with such obligations.

- 11.2 We shall be liable only for typical and foreseeable damage unless we can be reproached for intentional breach of duty or a case of injury to life, limb and health or other cases of liability prescribed by law.
- 11.3 Liability for damages other than the liability stipulated in the above paragraphs shall be excluded without regard for the legal nature of the asserted claim. This shall apply in particular to damage claims arising from fault when concluding a contract, due to other breach of duty or due to claims in tort for compensation in respect of property damages according to Section 823 *BGB*.
- 11.4 Exclusion resp. limitation of liability according to the foregoing paragraphs 11.1 to 11.3 shall apply to the same extent for the benefit of our executives and non-executive employees and other vicarious agents as well as our sub-contractors.
- 11.5 Claims by the Customer for damages arising from this contractual relationship may only be asserted within a preclusion period of one year as of commencement of the statutory limitation period. This shall not apply if we are responsible for fraudulent intent, intent or gross negligence, and in the case of a claim based on tort. This shall not affect the limitation period in the case of recourse due to delivery according to Sections 478, 479 *BGB*.
- 11.6 There is no connection between the reversal of the burden of proof and the foregoing provisions.

## **12. Confidentiality / Data protection**

12.1 The Customer undertakes to keep confidential such facts, documents and knowledge, of which the Customer becomes aware in the course of performing the business relations with us, and which contain technical, financial, business or market-related information about our company, if we have specified that the respective information must be kept confidential or we have an obvious interest in its confidentiality (hereinafter collectively referred to as Confidential Information). The Customer shall use the Confidential Information solely for the purpose of implementing and performing the contractual relationship with ourselves in accordance with

the contract and the individual contracts based on this.

- 12.2 Disclosure of Confidential Information to third parties by the Customer shall require our express and prior written consent.
- 12.3 There shall be no obligation to maintain confidentiality according to paragraph 12.1 above if it is proved that the respective Confidential Information:
- (a) is state of the art in the public domain or this information becomes state of the art without any action by the Customer; or
  - (b) was already known to the Customer or is disclosed by a third party authorised to do so; or
  - (c) is developed by the Customer without any action by us and without exploitation of other information or knowledge acquired through the contractual contact; or
  - (d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.
- 12.4 In respect of the Customer's personal data, we shall observe the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR). Personal data of the Customer shall be collected, stored, processed and used by us if, when and as long as this is necessary to establish, perform or terminate the contract with the Customer. Further collection, storage, processing and use of the Customer's personal data shall only take place if legislation requires or permits this or the Customer has consented to this. The Customer is aware that the collection, processing and use of the contact data of the Customer's contact partners (name, e-mail addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the Customer. We have the right in particular to transfer the data to third parties if and when this is necessary to take measures prior to entering into a contract and to fulfil the contract (e.g. for delivery, invoicing or Customer service) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR. Furthermore, we shall forward such data to third parties (e.g. debt collection agencies) for the purpose of enforcing claims in accordance with Art. 6 (1) b) and/or f) GDPR. Your rights of access follow from Article 15 (1) GDPR. The contact details of the Group Data Protection Officer are available on our website. The responsible supervisory authority is:

*Sächsische Datenschutz- und Transparenz-  
beauftragte*

Saxon Data Protection and Transparency Com-  
missioner

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### **13. Deterioration of the Customer's financial situa- tion**

If the Customer's financial situation deteriorates to such an extent that it is probable that the Customer shall not fulfil its contractual obligations or shall not do so in due time e.g. when the Customer's credit ranking at recognised rating agencies such as Creditreform, Moody's, Fitch etc. deteriorates to such an extent that it can be justifiably assumed, and taking into account the interests of the Customer, that the Customer shall not fulfil its contractual obligations or shall not do so in due time, we shall have the right to terminate the contract without notice. Such deterioration shall exist in particular if the Customer's credit rating index at Creditreform falls below 499 or the rating at international agencies (Moody's, Fitch etc.) falls to CCC (resp. its equivalent) or lower.

### **14. Place of performance / Place of jurisdiction / Applicable law**

14.1 Place of performance for all contractual obligations is our company's registered office except where an obligation to be performed at the place of business of the creditor is assumed.

14.2 All disputes shall be settled, if legally admissible, exclusively before a court of law which is competent for our company's registered office. We also have the right, however, to bring an action against the Customer at its place of general jurisdiction.

14.3 All legal relations between the Customer and ourselves shall be governed exclusively by the law of the Federal Republic of Germany, in particular to the exclusion of the UN Sales Convention (CSIG).

**Caminauer Kaolinwerk GmbH –  
Zweigniederlassung Kemmlitzer Kaolinwerke,  
Mügeln  
20230601**