

General Terms and Conditions ("**GTCs**")

(Terms of sale, delivery and payment)

NovoCarbo GmbH (hereinafter referred to as "**supplier**") is a producer and dealer of plant-based carbons, carbonates and other coal products used in various fields (agriculture, fertilizer, industry).

§ 1. Scope, definitions

(1) These GTCs apply to all the supplier's deliveries and services, unless otherwise agreed in writing in these GTCs or in individual cases. They shall also apply to all future business relations between the supplier and the customer. Conditions other than these GTCs do not apply, even if they are not expressly rejected by the supplier in another form. These GTCs shall also apply even if the supplier undertakes the delivery or service without reservation in the knowledge of conflicting or deviating conditions of the customer.

(2) The customer is a consumer if the purpose of the deliveries and services ordered cannot be attributed to the consumer's commercial or independent professional activity. In contrast, the entrepreneur is any natural or legal person or unincorporated organisation who, on conclusion of the contract, is exercising their commercial or independent professional activity.

§ 2. Conclusion of the contract

(1) The order constitutes the customer's offer. The order is placed using the provided order/contact form by letter, fax, telephone or via the website.

(2) The contract is concluded with the supplier's acceptance of the customer's offer with a written confirmation.

(3) If it is not possible for the supplier to accept the customer's offer, the supplier will inform the customer of this within 14 days.

§ 3. Product availability and delivery

(1) If it becomes apparent after the supplier accepts the customer's offer that a product is not available or is not available in time, the supplier can cancel the contract. The supplier is free to offer the customer a comparable product. The customer is not obliged to accept the offer for a comparable product. A contract is only concluded between the parties if the customer accepts the offer with regard to the comparable product. In the event of cancellation, payments already provided by the customer must be returned by the supplier within seven (7) days. For the repayment, the supplier shall use the same means of payment the customer used for the original payment, unless expressly agreed otherwise. Under no circumstances will the customer be charged a fee for this repayment.

(2) In the event of a delay in delivery of more than two (2) weeks, the customer has the right to cancel the purchase contract. Payments already made by the customer will be refunded within seven (7) days. For the repayment, the supplier shall use the same means of payment the customer used for the original payment, unless expressly agreed otherwise. Under no circumstances will the customer be charged a fee for this repayment.

(3) The supplier is entitled to make appropriate partial deliveries.

§ 4. Retention of title

The delivered goods remain the supplier's property until payment is completed.

§ 5. Prices and shipping costs

(1) All prices on the website include the currently valid statutory value-added tax.

(2) Unless otherwise stated, all prices in written correspondence documents (offer, order, order confirmation, delivery documents, invoices, credit notes, informal emails, etc.) are without value-added tax.

(3) Delivery will be made "ex works" from the supplier's premises. The supplier is obliged to make the goods available to the buyer in Dörth. The buyer is obliged to organise transport of the goods. Delivery is deemed to have taken place when the supplier makes the goods available to the buyer at the seller's premises in Dörth. The supplier does not have to load the goods onto a vehicle for pick-up and transport, nor does it have to clear them for export.

(4) The risk shall pass to the buyer when the seller makes the goods available at the agreed location and informs the buyer of the delivery.

(5) If the goods are shipped at the buyer's request, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the time of dispatch.

§ 6. Payment terms

(1) A deposit of 10% of the purchase price is due upon conclusion of the contract. The remaining purchase price is due at the time of delivery. (2) If a calendar date has been specified for payment on the invoice, the customer will be in default if the date is not observed. In the event of default, we shall be entitled to demand interest for the year in the amount of five (5) percentage points above the respective base interest rate. In the event of legal transactions in which a consumer is not involved, the supplier reserves the right to charge interest at a rate of nine (9) percentage points above the base rate in the event of default. The supplier also reserves the right to prove and assert further claims for damages, § 288 para. 3,4 BGB (German Civil Code).

(3) The customer shall only be entitled to a right of offsetting if the counterclaims have been legally established by a court of law, are undisputed or have been acknowledged in writing by the supplier.

This does not apply to claims that arise as a result of intentional action or breach of duty on the supplier's part.

(4) The customer may only exercise a right of retention if the claims result from the same contractual relationship.

§ 7. Warranty, guarantee

(1) The statutory warranty rights shall apply, unless deviations have been noted below.

(2) The supplier does not assume any warranty for damages and defects resulting from improper use, operation and storage, negligent or faulty care and maintenance, overuse or improper repair.

(3) If the customer is an entrepreneur, it must observe the obligation to give notice of defects pursuant to § 377 HGB (German Commercial Code). The provisions on the obligation to give notice of defects shall not apply if a defect has been fraudulently concealed or if the customer is a consumer.

(4) A guarantee is only present if it has been expressly given in the order confirmation for the respective item.

(5) Minor deviations in colour, design and form do not constitute a defect if the quality and price of the delivered goods correspond to the ordered goods.

§ 8. Cancellation policy

(1) **Right of cancellation:** If the customer is a consumer, it has the right to cancel this contract within fourteen (14) days without giving reasons. The cancellation period is fourteen (14) days from the contract conclusion date.

(2) **Exercising the right of cancellation:** In order to exercise the right of cancellation, the customer must inform the supplier via a clear declaration (e.g. a letter sent by post, a fax or e-mail) of its decision to cancel this contract. The customer may use the sample cancellation form below (point (4)), but this is not required. To uphold the cancellation period, it is sufficient for the customer to send the notification to exercise its right of cancellation before expiry of the cancellation period.

(3) **Consequences of cancellation:** If the customer cancels the contract, the supplier will pay back all payments received from the customer without delay and at the latest within fourteen (14) days from the day on which the notice of cancellation of this contract was received by the supplier. For the repayment, the supplier shall use the same means of payment the customer used for the original payment, unless expressly agreed otherwise. Under no circumstances will the customer be charged a fee for this repayment.

(4) Sample cancellation form

[If you would like to cancel the contract, please complete this form and return it to us]

To:

NovoCarbo GmbH
Trinkbornstraße 15-17
D-56281 Dörth

Fax: +49 6747 95388-229

E-mail: info@novocarbo.de

I/we (*) hereby give notice of cancelling my/our (*) contact concluded
for provision of the following service:

- Ordered on (*) / received on (*) _____

- Consumer name(s) _____

- Consumer(s) address _____

- Date and consumer(s) signature (only required for notices provided by post or fax)

(*) Delete where not applicable

§ 9. Data protection

(1) All personal data provided by the customer (title, name, address, date of birth, e-mail address, telephone number(s), fax number(s), bank details, credit card number(s)) will be used exclusively in accordance with the provisions of German data protection law.

(2) The customer's personal data shall be used, insofar as this is necessary for the establishment, content-related design or modification of the contractual relationship (inventory data), exclusively for the execution of the contracts concluded between the customer and the supplier.

§ 10. Dispute resolution

(1) The European Commission provides a platform for online dispute resolution (OS):

<https://ec.europa.eu/consumers/odr>.

Our email: info@novocarbo.de

(2) We do not take part in online dispute resolutions at consumer arbitration boards.

§ 11. Final Provisions

(a) For contracts between supplier and customer, the law of the Federal Republic of Germany shall apply under exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) In the event of the invalidity of one of the provisions of these general terms and conditions or other agreements concluded with the customer, the parties agree to replace the relevant provision with a valid provision that comes closest to the economic purpose of the invalid provision. The other agreements between the supplier and the customer continue to apply.

(3) The jurisdiction for all legal disputes arising from the contractual relationship as well from its origin and its validity, is – insofar as legally permissible – the supplier's registered office.

(4) A change or supplementation of the contracts concluded between the supplier and the customer requires the written form in order to be valid, whereby this also applies to a change to this written form requirement.

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