

General Terms and Conditions of Sale of BauMineral GmbH dated 17 November 2025

1. Applicability

1.1 Our General Terms and Conditions of Sale ("Sales Terms") apply exclusively. We do not recognise any terms and conditions of the buyer that conflict with or deviate from our Sales Terms, unless we expressly agree to their validity in writing. Our Sales Terms also apply if we carry out the delivery to the buyer without reservation, despite being aware of terms and conditions of the buyer that conflict with or deviate from our Sales Terms.

1.2 Our Sales Terms apply only to traders as defined in § 310 (1) of the German Civil Code (BGB).

1.3 If, in individual cases, the application of trade terms such as Incoterms is agreed, these apply in the version applicable at the time of conclusion of the contract.

1.4 Our Sales Terms also apply to all future transactions with the buyer.

2. Offers, Conclusion Contract

2.1 Our offers are subject to change and the right to prior sale is reserved.

2.2 Contracts become effective only upon written confirmation of receipt of the order by us or upon acceptance of the goods by the buyer.

2.3 Unless otherwise agreed, the following applies: All information regarding the quality and suitability of the goods – in particular analysis data, suitability for a specific purpose and special characteristics – must be regarded as approximate average values. The same applies to samples and specimens. Such information does not constitute an agreed quality or the assumption of a guarantee as defined in §§ 443, 639 BGB. Deviations within the scope of normal commercial practice are permissible.

3. Prices and Payment Terms

3.1 All prices are carriage paid and include the costs of transporting the goods to the specified place of receipt, unless otherwise agreed.

3.2 Collection by the buyer's vehicles or a carrier commissioned by the buyer always requires express written agreement. In this case, the buyer must provide binding details of the delivery points and, based on this information, any discounts on the carriage paid price must be determined.

3.3 If the purchase prices of materials, freight rates, labour costs or levies (in particular taxes, fees, contributions, special levies, tolls, customs duties) increase between the conclusion of the contract and delivery, we are entitled to increase our prices in line with the cost increases incurred if delivery is more than four months after conclusion of the contract.

3.4 Statutory value added tax is not included in our prices. It will be shown separately on the invoice at the statutory rate on the date of invoicing.

3.5 The deduction of a cash discount requires a special written agreement.

3.6 Our invoices are payable within 30 days of the invoice date without deduction. Statutory provisions regarding the consequences of late payment apply.

3.7 The buyer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognised by us in writing. The buyer is only authorised to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

4. Delivery Times and Delivery Dates, Deliveries

4.1 Delivery periods or delivery dates are non-binding unless otherwise agreed in writing.

4.2 Delivery is subject to our own supply. We will notify the buyer without delay if we are not supplied ourselves and, if necessary, reimburse the buyer without delay for any payments already made.

4.3 Call-offs under existing contracts must be sent to us within good time within the call-off period specified in the contract. When placing a call-off, the buyer must provide binding information regarding the destination and end user (processor) of the goods. We will accept any changes to the order if we receive them within good time. In this case, we are entitled to charge the buyer for any additional freight costs incurred.

4.4 In the event of delivery by our vehicles or vehicles driving on our behalf, the buyer must ensure that:

a) the vehicles can approach the unloading point unhindered on good road surfaces;

b) the warehouse or silo room is operational and ready for use, complies with the applicable technical and environmental regulations, and an authorised person (instructor) is available at the unloading point to receive the delivery documents, specify the storage location or silo to be filled, and sign the delivery note. The instructor must also ensure that the loading equipment is properly connected. Any employee or representative of the buyer who actually instructs the vehicle is deemed to be authorised;

c) unloading, including proper instruction, is possible without waiting time;

d) silos and inlet nozzles are labelled in accordance with regulations.

4.5 Compliance with our delivery obligations is subject to the timely and proper fulfilment of the buyer's obligations. The right to plead non-performance of the contract is reserved.

4.6 If the buyer defaults on acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for any damage incurred by us in this respect, including any additional expenses. Further claims remain reserved.

4.7 We are entitled to make partial deliveries. Deliveries of up to 10% above or below the quantity ordered are permissible.

4.8 We are not responsible for delivery delays due to force majeure, even in the case of bindingly agreed deadlines and dates. Such events authorise us to postpone delivery for the duration of the hindrance and a reasonable start-up period. The following are equivalent to force majeure: Strikes, lockouts, epidemics, pandemics, operational disruptions through no fault of our own (fire, shortage of raw materials or energy), transport disruptions, official measures and similar events that make production or delivery significantly more difficult or impossible for us or our suppliers. If we cannot guarantee delivery within a reasonable period of time in such a case, the buyer may withdraw from the contract with regard to the outstanding deliveries.

5. Transfer of Risk, Delay

5.1 Deliveries – including carriage paid deliveries – are made at the buyer's risk. Risk, title and encumbrances in respect of the purchased goods pass to the buyer as soon as the goods are handed over to the person carrying out the transport, but no later than when the goods leave the warehouse or factory for the purpose of dispatch.

5.2 If the buyer sets us a reasonable grace period after we have already fallen into arrears, it is entitled to withdraw from the contract after this grace period has expired without result.

5.3 If the buyer is in default of acceptance or violates other obligations to cooperate in the acceptance of the goods, in particular those specified in Section 4, we may store the goods at the buyer's expense and risk and demand compensation from the buyer for all additional expenses we incur. After expiry of a reasonable grace period, we are entitled to withdraw from the contract or to sell the goods for the buyer at our general selling price. This does not limit or exclude our claim for compensation for the additional expenses incurred.

6. Liability for Defects

6.1 The buyer is obligated to inspect the goods without delay after delivery in accordance with § 377 of the German Commercial Code (HGB) and to notify us without delay in writing of any defects. If still possible, the buyer must take a reserve sample from the delivery in question without delay after discovering a defect and hand it over to us.

6.2 The inadequacy of a partial delivery alone does not entitle the buyer to reject further deliveries from the same or another contract.

6.3 The buyer must take all reasonable measures (e.g. through short delivery certificates, freight notes, etc.) to preserve our rights of recourse against third parties. If the buyer hinders or prevents the enforceability of our claims against third parties by failing to preserve evidence in accordance with sentence 1, any disadvantages arising from this are borne by the buyer.

6.4 If the purchased goods are defective, the buyer's claim for defects is initially limited to subsequent performance. At our discretion, we may remedy the defect or provide a replacement delivery. We are obligated to bear all expenses necessary for subsequent performance, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased goods have been taken to a location other than the agreed place of delivery.

6.5 If subsequent performance is impossible, unreasonable for us or has failed after a reasonable period of time, the buyer is entitled, at its discretion, to withdraw from the contract or demand a reduction in the purchase price. Compensation for damages or reimbursement of futile expenses may only be claimed within the scope of Section 7.

6.6 The limitation period for claims for defects is one year from delivery of the purchased goods to the buyer. The limitation period in the event of a delivery recourse pursuant to §§ 478, 479 BGB remains unaffected.

7. Liability

7.1 Our liability arising from contractual or statutory liability grounds due to breach of contractual or non-contractual obligations is limited to intent and gross negligence. Liability for simple negligence is excluded, unless it involves a breach of a material contractual obligation. Material contractual obligations are those obligations that enable the proper fulfilment of the contract in the first place, that the obligee has relied on and was entitled to rely on, and whose culpable non-fulfilment jeopardises the achievement of the purpose of the contract. In the event of a breach of a material contractual obligation, our liability is limited to foreseeable, typically occurring damage and direct damage. To the extent permitted by law, we are not liable for indirect and consequential damages, such as loss of production and/or production delays, loss of use, loss of business opportunities and business contracts, loss of data, loss of revenue, loss of profit or expected profit, losses from liabilities and indemnification obligations from other contracts.

7.2 Liability based on mandatory statutory provisions, such as the Product Liability Act, as well as liability arising from the assumption of a guarantee or a procurement risk, remains unaffected. Furthermore, the limitations of liability in Section 7.1 do not apply in the event of injury to life, body and/or health.

7.3 The liability provisions in Sections 7.1 and 7.2 apply accordingly to the liability of our vicarious agents and assistants.

8. Retention of Title

8.1 We retain title to the purchased goods until all payments arising from the business relationship with the buyer have been received. In the event of breach of contract by the buyer, in particular in the event of default in payment, we are entitled to take back the purchased goods. Our taking back of the purchased goods does not constitute a withdrawal from the contract, unless we have expressly declared this in writing. Our seizure of the purchased goods always constitutes a withdrawal from the contract.

8.2 In the event of seizures or other interventions by third parties, the buyer must notify us without delay in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO, the buyer is liable for the loss incurred by us.

8.3 The buyer is entitled to resell the purchased goods in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claim, which accrue to it from the resale against its customers or third parties, irrespective of whether the purchased goods were resold without or after processing. The buyer remains authorised to collect these claims subject to revocation even after assignment. Our authority to collect the claims ourselves remains unaffected by this. However, we undertake not to collect the claims ourselves as long as the buyer fulfils its payment obligations in accordance with the contract, is not in default of payment and no application for the opening of insolvency proceedings has been filed or payments have been suspended. However, if this is not the case, we may demand that the buyer informs us of the assigned claims and its debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

8.4 The processing or transformation of the purchased goods by the buyer is always carried out on our behalf, without any obligations on our part. If the purchased goods are processed with other goods that do not belong to us, we shall acquire co-ownership of the new goods in proportion to the value of the purchased goods to the other processed goods at the time of processing. The same applies to the goods created by processing as to the purchased goods delivered under reservation.

8.5 If the purchased goods are inseparably mixed with other goods not belonging to us, we shall acquire co-ownership of the new goods in proportion to the value of the purchased goods to the other mixed goods at the time of mixing. If the mixing is carried out in such a way that the buyer's goods are to be regarded as the main goods, it is deemed agreed that the buyer transfers proportional co-ownership to us.

8.6 The buyer shall hold the solely owned or co-owned goods arising in accordance with Sections 8.4 and 8.5 on our behalf.

8.7 We undertake to release the securities to which we are entitled at the buyer's request insofar as their value exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

9. Prohibition of Assignment

Any assignment of a claim or right of the buyer is excluded unless we have agreed to it in writing. § 354a HGB remains unaffected.

10. Data Protection

10.1 All personal data arising within the scope of the contractual relationship will be processed by us in accordance with the applicable regulations for the protection of personal data (including the GDPR and German Federal Data Protection Act (BDSG)). Processing takes place exclusively for the purpose of fulfilling the contractual relationship or for safeguarding legitimate business interests with regard to advising and supporting the buyer and needs-based product design and advertising by post. This also includes the storage of data on payment behaviour in order to be able to carry out arrears billing procedures, blocking and possible termination of the contract. We will not sell personal data to third parties, nor market it in any other way.

Consent to the use and processing of personal data for the purposes of advertising by post, needs-based product design and market research by post may be revoked at any time with future effect by means of an informal notification.

10.2 In the event that we make an advance payment (in the case of a purchase on account, by direct debit or cash on delivery), we will obtain credit information based on mathematical-statistical methods due to our legitimate interests pursuant to Art. 6 (1) (f) GDPR. No credit check is carried out for any payment methods other than those mentioned above.

Currently, this involves the following credit agencies:
[Creditsafe Deutschland GmbH, Sonnenallee 221 F, 12059 Berlin.]

In the event of serious negative characteristics (insolvency, statutory declaration or arrest warrant), we are entitled to reject the buyer's order. The credit agencies store the data transmitted to them (company name, address, VAT number) so that they can make it available to their affiliated companies for the purpose of assessing creditworthiness. Data will only be provided if the contractual partners affiliated with the credit agency can demonstrate a legitimate interest in the transfer of the data. The credit agency may disclose address data for the purpose of debtor investigation. The buyer may obtain information from the credit agency about the data stored about it.

11. Place of Performance, Place of Jurisdiction

11.1 The place of performance for deliveries – including carriage paid deliveries – is the respective delivery plant or delivery warehouse; for payments, it is Herten.

11.2 If the buyer is a merchant, the place of jurisdiction for both parties is Herten.

11.3 The law of the Federal Republic of Germany applies; the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

12. Transport

Transport services are subject to the German Freight Forwarders' Standard Terms and Conditions (ADSp) – via the version current at the time of conclusion of the contract.

13. Written Form, Electronic Form

13.1 The conclusion, any amendments and additions, as well as the termination of a contract must be made either in writing in accordance with Section 13.2 or in electronic form in accordance with Section 13.3.

13.2 The requirements of § 126 BGB apply to the written form. In addition to sending the original document, in the case of declarations of intent requiring receipt and in the cases specified in § 126 (2) sentence 2 BGB, the form requirement is also satisfied by sending an electronic copy of the original document to the respective recipient by means of telecommunication (by

fax or as a scan by e-mail). In this case, sending a copy of the document also serves as assurance from the declarant that they have signed the original in accordance with § 126 BGB.

13.3 To adhere to the electronic form, a qualified electronic signature as defined in § 126a (1) BGB or an advanced electronic signature as defined in Article 26 of the European eIDAS Regulation (2014/910/EU) may be used. A simple electronic signature as defined in Article 26 of the European eIDAS Regulation (2014/910/EU) only fulfils the written form requirement if it is provided using AdobeSign or DocuSign. Upon conclusion, amendment or supplementation of a contract, each party must electronically sign an identical document intended for the other party, which contains the complete contract content or the complete amendment or supplementary agreement.

13.4 § 127 (2) and (3) BGB do not apply. In particular, text form (§ 126b BGB) is not sufficient to comply with the written form requirement of Section 13.2.

13.5 Sections 13.1 to 13.4 also apply to changes to this written form clause itself.

14. Severability Clause

Should any provision of these Sales Terms or of the contract concluded between the parties be or become void, invalid or unenforceable, this does not affect the validity of the remainder of the contract. In this case, the parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that corresponds as closely as possible to the spirit and purpose of the provision to be replaced; the same applies to gaps in the contract.

15. Translation Hierarchy.

In the event that any inconsistency, conflict or other issue arises in the parties' mutual interpretation of the English and German language versions of these Sales Terms, the German language version shall prevail.

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