

General terms and conditions of sale

The contract is considered concluded when BASF CC Italia Spa expressly accepts the order in writing. In accordance with these general terms and conditions of sale, BASF CC Italia Spa is entitled to process also any verbal orders that it may receive directly from the Customer or through its own sales organisation.

All supplies shall be made exclusively on the basis of these General Terms and Conditions of Sale, which are considered known and accepted in full by the Customer. Any General Terms and Conditions of Purchase of the Purchaser shall not be considered applicable.

All orders placed, also verbally, with BASF CC Italia Spa, both directly and through its own sales organisation, shall therefore always be subject to these General Terms and Conditions of Sale and - from now on - with no exceptions in this respect. Any deviation from these terms and conditions of sale shall be subject to explicit written approval by BASF CC Italia Spa.

Moreover, if BASF CC Italia Spa should process any verbal orders, any subsequent orders must nevertheless be explicitly accepted in writing, with no exception whatsoever, by BASF CC Italia Spa.

Payments of supplies must be made, in any case, within the agreed deadlines indicated on the invoice to the BASF CC Italia Spa Headquarters of Treviso.

If payments should not be made within the deadlines specified in the invoice, BASF CC Italia Spa must be paid, without any prior formal notice, the default interest provided for by Italian Legislative Decree no. 231/2002. After 30 (thirty) days from the date of expiry of the agreed payment deadline, BASF CC Italia Spa will still be entitled to suspend supplies or to withdraw from the contract.

In case of reasonable doubts regarding the Purchaser's solvency, in particular in case of late payment, BASF CC Italia Spa, subject to further actions, will be entitled to request any further deliveries to be paid in advance or the granting of further guarantees.

The goods are always transported at the Customer's risk and peril, even if sold with a free delivery clause.

The goods are sold in the quantity indicated in the transport documents. BASF CC Italia Spa shall not be held liable for any shortcomings in terms of quantity and/or weight or for any breakage and/or damage that may occur during transport and/or unloading operations. Any complaints against the carrier must be submitted independently by the Customer, in the latter's own name and account. If the Customer should not provide specific instructions for shipment, BASF CC Italia Spa shall take care of it in the manner deemed most appropriate. This, however, shall not entail any special responsibility for BASF CC Italia Spa. If the Customer should not promptly pick up the goods ready for shipment, the related invoice shall be issued as if the shipment has taken place and the materials will be placed in the warehouse at the Customer's risk, peril and expense. VAT and any other taxes related to the order shall be paid entirely by the Customer.

If the goods are picked up with means arranged for by the Customer, the following rules must be observed:

A) advance notice is to be given to the shipping department of BASF CC Italia Spa a few days before pick-up in order to make sure that the goods have been prepared and that loading operations are carried out normally;

B) show up with pick-up authorisation signed by the Customer, including the order number indicated in the order confirmation.

In the absence of such information, the pick-up of goods may not be made and/or authorised;

C) observe the following hours, Monday to Friday:

Factory of Treviso - Via Vicinale delle Corti: morning: 8am - 12pm; afternoon: 1.30pm - 5pm

D) send suitable vehicles that comply with the statutory requirements, equipped with a humidity protection system for the goods to be transported.

BASF CC Italia Spa disclaims any liability arising from the breach of the rules specified above **Terms and conditions of delivery**

The terms of delivery, unless special agreements have been made, expressly indicated in the order and formally accepted by BASF CC Italia Spa, are indicative and shall not be binding for BASF CC Italia Spa. In any case, for order processing purposes, the deliveries are to be carried out as soon as the goods have been delivered to the carrier, even if the goods are sold with free delivery.

Any delays due to force majeure shall not entitle the Customer to cancel the order and/or to claim refunding for direct or indirect damages.

If the goods should not be picked up, the transport costs and VAT shall be charged to the Customer.

The goods may not be returned without prior authorisation from the BASF CC Italia Spa Headquarters of Treviso.

Any insurance coverage for the goods sold and transported must be explicitly requested by the Customer, who shall bear the related expenses.

Any complaints regarding the quality and quantity of the goods sold must be enforced exclusively by registered mail, within the deadlines set by Art. 1495 of the Italian Civil Code, specifying precisely the type and extent of the defect.

To verify compliance with the deadline, the date on the shipment postmark shall be considered as proof. Any claims made in a different form and/or after the deadline shall not be considered valid.

Any complaints, validly made and regarding all or part of the supply, shall not entitle the Customer to cancel the order, since the liability of BASF CC Italia Spa is limited, in any case, to the replacement, under the same conditions, of the goods subject to complaint, yet excluding any compensation for damages. Any claims regarding defective goods made by the Purchaser shall lapse after one year from the delivery of the goods.

Unless otherwise agreed, the quality of the goods is exclusively determined by the product specifications of BASF CC Italia Spa. The uses identified under the European Chemicals Regulation (REACH), which are relevant for the goods, shall neither represent an agreement on the corresponding contractual quality of the goods, nor the intended use for this contract. All Customers shall be obliged to verify that the BASF CC Italia Spa products ordered and used are suitable for their intended use. BASF CC Italia Spa ensures compliance of its products to current regulations and technical specifications. The proper use and employment of the products is the sole responsibility of the Customer. BASF CC Italia Spa shall not be held liable in any way for the incorrect, unsuitable or non-compliant use of the products and for any consequent inadequate or unsatisfactory results.

Any advice and/or instructions on how to use and employ the products, which may be given, in any case, by collaborators and/or the staff of BASF CC Italia Spa, is intended to illustrate the qualities and characteristics of the products. This, however, shall not lead BASF CC Italia Spa to provide - in any way or even implicitly - guarantees and/or

responsibilities for the end result of the processing and/or work for which the products have been used.

BASF CC Italia Spa shall not be held liable against the Purchaser in case of impossibility or delay in fulfilling its supply obligations, if the impossibility or delay should derive from the proper observance of regulations or legal obligations linked to the European Chemicals Regulation (REACH) that the Purchaser is required to comply with.

BASF CC Italia Spa is liable for any damages caused due to misconduct. In the case of culpable breach of substantial contractual obligations, the liability of BASF CC Italia Spa shall be limited, in any case, to compensation for typical and foreseeable damages. BASF CC Italia Spa shall not be held liable, instead, in the case of culpable breach of non-substantial contractual obligations.

The Purchaser shall not be able to counterclaim as a set-off any credit resulting from claims for damages that have not been legally ascertained or accepted in advance, in writing, by BASF CC Italia Spa.

Any event or circumstance that may occur, which is normally beyond the control of BASF CC Italia Spa, including but not limited to natural events, wars, labour struggles, lack of raw materials and energy, obstruction of transportation and production accidents, damage caused by fire and explosions or provisions of the Public Administration, shall exempt BASF CC Italia Spa from its contractual obligations for the duration of the fault and the extent of the respective consequences.

The reference price list is the one in force at the time the order is placed, VAT excluded. BASF CC Italia Spa reserves the right to change prices, without giving prior notice, in the event of increases in the costs of raw materials and/or labour. Such increase shall be made according to current legislation and shall be proportional to the increase of such costs.

Unless otherwise specified, the price for the packages is to be considered included in the price of the materials.

The Court of Treviso shall have exclusive jurisdiction for any disputes that may arise.

Pursuant to Legislative Decree no. 196 of 30/06/2003, the Customer is informed that the personal data provided in relation to the order shall be processed by BASF CC Italia Spa, using electronic and/or manual means, for contractual, administrative, tax and accounting purposes associated with the order itself and resulting from it. By signing the order, the Customer gives BASF CC Italia Spa consent to collect, store, use and process personal information for the above-mentioned purposes, and authorises it to disclose such data also to third parties in order to fulfil legal obligations and/or any other impending matter related, connected and/or arising from the supply relationship.

For the privacy policy and the exercise of the rights of the data subject, please see the "Privacy" section on the company website www.master-builders-solutions.basf.it

These general terms and conditions of sale supersede and replace any and every other condition, printed or handwritten, indicated or referred to in offers, in quotes or order confirmations of BASF CC Italia Spa.

Any amendments or exceptions to these general terms and conditions of sale shall be valid only if expressly approved in writing by BASF CC Italia Spa.

Signature of the Purchaser

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following articles are expressly approved: 1 (scope of validity), 2 (payments and Purchaser's solvency), 3 (shipments - transportation risk), 4 (terms and conditions of delivery), 5 (defective goods - liability of BASF CC Italia Spa and offsetting prohibition), 6 (force majeure), 8 (Court of Jurisdiction) and 10 (amendments).

Signature of the Purchaser