



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

I. General - Scope of application

1. Our deliveries and services are provided exclusively in accordance with the following General Terms and Conditions of Sale. They shall also apply to all future transactions between the contracting parties, without the need for specific reference. They shall also apply if we do not expressly refer to them in subsequent contracts, in particular even if we provide deliveries or services to the customer without reservation in the knowledge that the customer's terms and conditions of business conflict with or deviate from our General Terms and Conditions of Sale.
2. Any reference by the customer to their terms and conditions of business is hereby rejected. We do not recognise any of the customer's terms and conditions that conflict with or deviate from our terms and conditions of sale, even if we execute the contract without reservation.

II. Offers and conclusion of contract, scope of services

1. Our offers to the customer are subject to change. Only the order is considered a binding offer. Acceptance of this offer shall be made at our discretion by sending an order confirmation or by unconditional provision of the ordered deliveries or services.
2. Information on quality and durability, technical data and descriptions in our product information, advertising materials or technical data sheets, as well as information provided by the manufacturer or their agents within the meaning of Section 4:34 (1) (3) of the German Civil Code (BGB), do not constitute guarantees of quality or durability of the goods to be delivered by us, unless the information is agreed in individual contracts.
3. Identified uses relevant to the goods in accordance with the European Chemicals Regulation REACH do not constitute an agreement on the corresponding contractual quality of the goods nor a use required by the contract.
4. In the case of sales based on samples or specimens, these merely describe professional conformity with the sample, but do not constitute a guarantee of the quality or durability of the goods to be delivered by us.
5. We provide technical application advice to the best of our knowledge. All information and details on the suitability and application of our goods do not exonerate the purchaser from the obligation to conduct their own tests and trials to determine the suitability of the products for the intended purposes.

III. Prices, terms of payment, default of payment

1. The prices agreed upon at the conclusion of the respective contract, in particular those stated in the order form or order confirmation, shall apply. If a price is not expressly specified, the prices valid at the time of conclusion of the contract in accordance with our price list shall apply. The weights and quantities determined by us shall be decisive for the calculation of prices unless the customer objects immediately after receipt of the goods. In addition to these prices, the value added tax applicable on the day of delivery at the respective statutory rate shall be added, as well as the costs for the packaging necessary for proper shipment, the transport costs from our factory or warehouse, the carriage costs and - if agreed - the costs of transport insurance. Other country-specific charges may be added for deliveries abroad.
2. We reserve the right to adjust our prices appropriately if, after conclusion of the contract, cost changes occur due to collective wage agreements, price increases by upstream suppliers, or exchange rate fluctuations. These price changes will be communicated in writing at least four weeks before the new prices come into effect. If the customer does not object to the new prices within one week of notification, they shall be deemed to have been accepted. This shall not apply if a fixed price has been agreed.
3. Unless other payment terms have been agreed, our invoices shall be payable without deduction 30 days after receipt. After expiry of the due date stated on the invoice, the customer shall be in default in accordance with Section 286 II No. 2 of the German Civil Code (BGB). We shall grant a 2% discount for payments made within 8 days of the invoice date; we shall grant a 3% discount if payment is made immediately by SEPA business-to-business direct debit on the amount shown on the invoice that is eligible for a discount. The invoice amount minus freight, pallet value and logistics costs shall be considered eligible for a discount.
4. Payment by SEPA business-to-business direct debit is possible if you have a positive credit rating. The pre-notification can also announce several direct debit collections. The deadline for sending the pre-notification shall be reduced from 14 days to one day. This shall be done by stating the relevant information on the invoice or by sending the data (together with the invoice data) electronically.
5. The customer shall only have a right of set-off or a right of retention in respect of undisputed or legally established claims or entitlements.
6. If the customer fails to pay due invoices, exceeds a granted term of payment, or if the customer's financial circumstances deteriorate after conclusion of the contract, or if we receive unfavourable information about the customer after conclusion of the contract that calls into question the customer's solvency or creditworthiness, we shall be entitled to demand payment of the customer's entire remaining debt and, subject to amendment of the agreements made, to demand advance payment or security or, after delivery has been made, immediate payment of all our claims based on the same legal relationship. This shall apply in particular if the customer suspends payments, a customer's cheque is not honoured, a bill of exchange issued by the customer is not paid by the customer, insolvency proceedings have been applied for or opened against the customer's assets, or insolvency proceedings have not been opened due to a lack of assets.
7. In the event of justified doubt about the customer's solvency, in particular in the event of default in payment, we may, subject to further claims, revoke any payment terms granted and make further deliveries dependent on the provision of other securities.
8. Failure to pay the purchase price when due constitutes a material breach of contractual obligations.
9. In the event of later payment by the customer, we shall be entitled to charge interest on arrears, namely for invoices in euros, at a rate of 9 percentage points above the base interest rate announced by the Deutsche Bundesbank applicable at the time of default, and for invoices in other currencies at a rate of 9 percentage points above the discount rate applicable at the time of default by the highest banking institution of the country in whose currency the invoice was issued. Furthermore, in the event of default by the debtor, we shall also be entitled to payment of a lump sum of 40 euros. This shall also apply if the claim for payment is a payment on account or other instalment payment. The lump sum shall be offset against any damages owed insofar as the damage is based on the costs of legal action.

IV. Delivery and performance time, delay in performance

1. Delivery times are only approximate unless a fixed-date transaction has been expressly agreed in writing. Delivery times shall always be stated subject to the contractual cooperation of the customer. If, nevertheless, agreed delivery times are exceeded due to circumstances for which we are responsible, the customer may withdraw from the contract after a reasonable grace period set by them has expired without result. The withdrawal must be made in writing. Deliveries on Saturdays are only possible by special arrangement and at an additional charge.
2. We shall only be in default after the expiry of a reasonable grace period set by the customer, which must be at least 15 working days. In the event of force majeure and other unforeseeable, extraordinary circumstances for which we are not responsible, such as operational disruptions due to fire, water and similar circumstances, failure of production facilities and machinery, failure to meet delivery deadlines or delivery failures on the part of our suppliers, as well as operational disruptions due to shortages of raw materials, energy or labour, strikes, lockouts, difficulties in procuring transport, traffic disruptions, official interventions, we shall be entitled - insofar as we are prevented from fulfilling our performance obligations on time through no fault of our own as a result of the aforementioned circumstances - to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period. If the delivery or service is delayed by more than one month as a result, both we and the customer shall be entitled, to the exclusion of any claims for damages, to withdraw from the contract in writing with regard to the quantity affected by the delivery disruption in accordance with the provisions set out in Sections VIII.1 to VIII.6 of these Terms and Conditions of Sale.
3. In every case of delay, our liability for damages shall be limited in accordance with the provisions of Sections VIII.1 to VIII.6.
4. We shall be entitled to make partial deliveries and render partial services within the agreed delivery and service times if this is reasonable for the customer.

5. Compliance with our delivery and service obligations presupposes the timely and proper fulfilment of the customer's obligations. We reserve the right to raise the defence of non-performance of the contract.
6. If the customer is in default with the call-off, acceptance or collection, or if the customer is responsible for a shipment or delivery delay, we shall be entitled, without prejudice to further claims, to demand a flat-rate fee amounting to the customary local storage costs, irrespective of whether we store the goods at our premises or at a third party's premises. The customer reserves the right to prove that no damage or less damage has been incurred.

V. Transfer of risk, transport and packaging costs

1. Unless expressly agreed otherwise in writing between us and the customer, delivery shall be made from our factory or warehouse and shall be collected there by the customer at their own risk and expense. In this case, the risk of accidental loss and accidental deterioration of the contractual delivery items shall pass to the customer on receipt of the notification of readiness for collection by the customer after the items have been made available for collection. Otherwise, the risk of accidental loss and accidental deterioration of the delivery items shall pass to the customer upon handover to the carrier (even in the case of carriage-paid delivery or delivery insured by us for transport). The customer shall be solely responsible for safe and reliable loading for transport.
2. If the customer requests packaging that deviates from the standard, this will be charged at cost price.
3. If the goods are shipped on pallets, these will be charged; if the pallets are returned carriage paid and undamaged to one of our factories/distribution warehouses, they will be refunded by means of a credit note. If, in exceptional cases, we agree to collect undamaged pallets from the customer, the customer shall bear the transport costs incurred by us as a result; we expressly reserve the right to collect pallets separately from deliveries of goods or to have them collected by third parties.
4. Unless other loading aids (such as safety straps, load securing brackets or anti-slip pads) are purchased separately from us by the customer or carrier, these shall remain our property and must be returned carriage paid to one of our factories. If these aids are not returned within one month of delivery or are returned damaged or in an unusable condition, we reserve the right to charge the customer for them at the current price for factory-new loading aids of the same specification.
5. Any self-unloading by truck crane shall be at the expense and risk of the customer, whereby the carrier shall be authorised to charge the customer directly. Lifting equipment (such as long-lift trucks, variable forks, crane crossbars, plate slides or four-point ropes) shall, if available, be provided for use at the customer's request and risk, shall remain our property and shall be returned carriage paid to one of our factories. If the equipment is not returned within one month of delivery, the customer will be charged the new price.
6. Notwithstanding Section V.1, silos and containers shall be delivered free to the construction site upon acceptance of the minimum delivery quantity. The customer shall be responsible, both themselves and their agents, for compliance with the guidelines of the vehicle and container manufacturers, the installation conditions for unpressurised construction site containers issued by the Federal Association of Gypsum Board Manufacturers (Bundesverband der Gipsindustrie e.V.) and, in particular, the respective current accident prevention regulations, in particular BGV C 12 issued by the German Social Accident Insurance Institution (Berufsgenossenschaft der Bauwirtschaft) and the guidelines for interchangeable tipping and skip containers (BGR 186).
7. Complaints regarding transport damage must be made by the customer directly to the transport company with a copy to us within the applicable deadlines specified for this purpose.
8. Unless otherwise agreed in individual cases, the customer shall be responsible for compliance with statutory and official regulations regarding import, transport, storage, and use of the goods.

VI. Obligations of the customer/retention of title

1. The delivered goods shall remain our property until the purchase price and all other current or future claims against the customer arising from the business relationship to which we are entitled have been paid in full. The inclusion of the purchase price claim against the customer in a current invoice and the acknowledgement of a balance shall not affect the retention of title.
2. The customer shall be obliged to treat the purchased item with care until full ownership has been acquired; in particular, they shall be obliged to insure it adequately at their own expense against loss, damage and destruction, e.g. against fire and water damage, and theft, at replacement value. The customer shall hereby assign their claims from the insurance contracts to us. We accept this assignment.
3. The customer may neither pledge nor assign ownership of the goods in our ownership by way of security. However, they shall be authorised to resell the delivered goods in the ordinary course of business in accordance with the following provisions. The aforementioned authorisation shall not apply if the customer has effectively assigned or pledged the claim against their contractual partner arising from the resale of the goods to a third party in advance or has agreed a prohibition of assignment with the third party.
4. To secure the fulfilment of all our claims specified in Section VI.1, the customer shall hereby assign to us all claims - including those arising in the future and conditional claims - from the resale of the goods delivered by us, including all ancillary rights, in the amount of 110% gross of the value of the goods delivered with priority over the remaining part of their claims. We hereby accept this assignment.
5. As long as and to the extent that the customer shall fulfil their payment obligations towards us, they shall be authorised to collect the claims assigned to us against their customers in the ordinary course of business. However, they shall not be entitled to agree on a current account relationship or prohibition of assignment with their customers with regard to these claims, or to assign or pledge them to third parties. If, contrary to sentence 2, there is a current account relationship between the customer and the purchasers of our reserved goods, the claim assigned in advance shall also refer to the recognised balance and, in the event of the purchaser's insolvency, also to the balance then available.
6. At our request, the customer shall provide individual proof of the claims assigned to us and notify their debtors of the assignment, requesting them to pay us up to the amount of our claims against the customer. We shall also be entitled to notify the customer's debtors of the assignment and to collect the claims ourselves at any time. However, we shall not exercise these powers as long as the customer meets their payment obligations properly and without delay, no application for the opening of insolvency proceedings against the customer has been filed, and the customer does not suspend their payments. If, on the other hand, one of the aforementioned cases shall occur, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for the collection of the claims, and hands over the relevant documents.
7. In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing.
8. If the goods delivered by us under retention of title are processed, mixed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods delivered by us (final invoice amount, including value added tax) to the other items at the time of processing/mixing or combination. In all other respects, the same shall apply to the item resulting from the processing as to the purchased item delivered under reservation of title. If processing, mixing or combining takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall be entitled to dispose of the products newly created by processing, transformation, combination or mixing in the ordinary course of business without pledging or assigning them as long as they fulfil their obligations arising from the business relationship with us in a timely manner. The customer hereby assigns to us as security their claims from the sale of these new products, to which we are entitled to ownership rights, to the extent of our ownership share in the goods sold. If the customer combines or mixes the delivered goods with a main item, they shall hereby assign to us their claims against the third party up to the value of our goods. We hereby accept these assignments.
9. The customer shall also assign to us as security for our claims the claims against a third party arising from the combination of our goods with a piece of real estate up to the value of our goods.
10. We undertake to release the securities to which we are entitled at our discretion at the request of the customer to the extent that the realisable value of our securities exceeds our claims against the customer to be secured by more than 20%.



1. In the event of breach of contract by the customer, in particular in the event of default in payment of more than 10% of the invoice amount for a significant period of time, we shall be entitled - without prejudice to any further claims (for damages) to which we may be entitled - to withdraw from the contract and demand the return of the goods delivered by us. After taking back the goods delivered by us, we shall be entitled to sell them. The proceeds of the sale shall be offset against the customer's existing liabilities to us - less reasonable costs of sale.

VII. Rights of the customer in the event of defects

1. The customer must notify us in writing of any obvious material defects, incorrect deliveries and deviations in quantity immediately, at the latest 3 days after receipt of the goods by the customer. Non-obvious defects of any kind and delivery of goods or quantities that are not obviously different from those ordered must be reported immediately after they become apparent by merchants within the meaning of the German Commercial Code (HGB), but by non-merchants at the latest within the warranty period from delivery. In order to safeguard claims for defects, the buyer shall immediately inspect the goods for conformity with the contract, in particular for deviations in type, quantity and weight as well as recognisable material defects, and shall comply with the inspection obligations set out in the applicable DIN standards. This shall also apply if components are added that were not purchased from us. If any defects are only discovered during processing, work must be stopped immediately and the unopened original containers that have not yet been processed must be secured. They must be made available to us for inspection upon request. Three months after the transfer of risk to the customer in accordance with Section V.1, complaints of hidden defects shall be excluded and shall be deemed late if they should have been reasonably recognisable. In the event of a delayed or improperly asserted complaint of defects in accordance with Section VII. 1. sentences 1 to 7, the customer shall lose their right to claim for defects under the conditions of Section VIII. 1 to 5 of these Terms and Conditions of Sale, unless the defect has been fraudulently concealed by us.
2. In the event of defects in goods delivered by us, we shall only be obliged, at our discretion, to repair the goods or to deliver defect-free goods (subsequent fulfilment). If we are unwilling or unable to provide subsequent fulfilment, in particular if this is delayed beyond a reasonable period for reasons for which we are responsible, or if subsequent fulfilment fails in any other way, the customer shall be entitled, at their discretion, to withdraw from the contract or to demand a reduction in the purchase price. A repair shall be deemed to have failed after the second attempt, unless the nature of the item or other circumstances indicate otherwise. Insofar as the customer has suffered damage or incurred futile expenses due to defects in goods delivered by us, our liability for this shall be governed by Sections VII.1, VIII.1 to VIII.6 and Section IX.
3. Claims for defects by merchants within the meaning of the German Commercial Code (HGB) shall expire at the latest one month after we have rejected the complaint.

VIII. Rights and obligations of our company

1. Our company shall only be liable for damage or futile expenditure - irrespective of the legal grounds - if the damage or futile expenditure
 1. were caused by us or one of our vicarious agents through culpable breach of a material contractual obligation or
 2. are attributable to gross negligence or wilful misconduct on our part or on the part of one of our vicarious agents. In accordance with Sections VIII.1.a and VIII.1.b, we shall only be liable for damages or futile expenditure caused by advice or information that is not subject to separate remuneration in the event of wilful or grossly negligent breach of duty, insofar as this breach of duty does not constitute a material defect in the goods delivered by us in accordance with Section 434 of the German Civil Code (BGB).
2. If we shall be liable pursuant to Section VIII.1.a for the breach of a material contractual obligation without gross negligence or intent, our liability for damages shall be limited to the foreseeable, typically occurring damage. In this case, we shall in particular not be liable for the customer's loss of profit and unforeseeable indirect consequential damages. The above limitations of liability pursuant to sentences 1 and 2 shall apply equally to damage caused by gross negligence or intent on the part of our employees or agents. We shall not be liable for indirect damage incurred by the customer due to the assertion of contractual penalty claims by third parties.
3. The limitations of liability set out in Sections VIII.1 to VIII.2 above shall not apply if our liability is mandatory under the provisions of the German Product Liability Act or if claims are asserted against us for injury to life, limb or health. If the goods delivered by us lack a guaranteed characteristic, we shall only be liable for such damage, the absence of which was the subject of the guarantee.
4. Any further liability for damages beyond that provided for in Sections VIII.1 to VIII.3 is excluded, irrespective of the legal nature of the asserted claim. This shall also apply in particular to claims for damages arising from culpa in contrahendo pursuant to Section 311 (3) of the German Civil Code (BGB), positive breach of contract pursuant to Section 280 of the German Civil Code (BGB) or tortious claims pursuant to Section 823 of the German Civil Code (BGB).
5. We shall not be liable in the event of impossibility or delay in the fulfilment of delivery obligations if the impossibility or delay is due to proper compliance with public law obligations in connection with the European Chemicals Regulation REACH initiated by the customer.
6. Insofar as our liability shall be excluded or limited in accordance with Sections VIII.1 to VIII.5, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents as well as assistants.

IX. Limitation period for claims

1. Claims of the customer for defects in goods delivered by us or for services rendered by us in breach of duty - including claims for damages and claims for reimbursement of futile expenses - shall become time-barred within one year, unless otherwise stipulated in the following Sections IX.2 to IX.5 or unless the law prescribes longer periods in accordance with Sections 439 (1) No. 2 (items for buildings), 445b (right of recourse) and 634 a (1) No. 2 (construction defects) of the German Civil Code (BGB).
2. If the customer or another buyer in the supply chain has fulfilled claims against their buyer due to defects in newly manufactured goods delivered by us, the limitation period for claims of the customer against us under Sections 437 and 445a of the German Civil Code (BGB) shall commence at the earliest two months after the date on which the customer or the other buyer in the supply chain, as an entrepreneur, has fulfilled the claims of the consumer, unless the customer could have successfully invoked the defence of limitation against their customer/contractual partner. The limitation period for the customer's claims against us due to defective goods delivered by us shall in any case apply insofar as the claims of the customer/contractual partner of the customer against the customer due to defects in the goods delivered by us to the customer become time-barred, but no later than 5 years after the time at which we delivered the respective goods to our customer.
3. If we have provided advice and/or information that is not subject to separate remuneration in breach of our duties without having delivered goods in connection with the information or advice, or without the advice or information provided in breach of our duties constituting a material defect in accordance with Section 434 of the German Civil Code (BGB) of the goods delivered by us, claims against us based on this shall become time-barred within one year from the start of the statutory limitation period. Claims by the purchaser/customer against us arising from the breach of contractual, pre-contractual or statutory obligations which do not constitute a material defect in accordance with Section 434 of the German Civil Code (BGB) of the goods to be delivered or delivered by us shall also become time-barred within one year from the start of the statutory limitation period. Insofar as the aforementioned breaches of duty constitute a material defect in accordance with Section 434 of the German Civil Code (BGB) of the goods delivered by us in connection with the advice or information provided, the provisions set out in Sections IX.1, IX.2 and IX.4 shall apply to the limitation period for claims based on them.
4. In the case of newly manufactured items delivered by us which have been used for a building in accordance with their normal use and have caused its defectiveness, the customer's claims shall lapse within five years from the start of the statutory limitation period. Notwithstanding sentence 1, a limitation period of four years shall apply if the customer has used the item delivered by us for the fulfilment of contracts that are covered in full by Part B of the German Construction Contract Procedures (VOB) or two years if the materials used are purely for building repairs. The limitation period according to the preceding sentence shall commence at the earliest two months after the date on which the customer has fulfilled their claims against their contractual partner arising from the defectiveness of the building caused by the item delivered by us, unless the customer could have successfully invoked the defence of limitation against their customer/contractual partner. The limitation period for the customer's claims against us for defective goods delivered by us shall in any case commence as soon as the claims of the customer's customer/contractual partner against the customer for defects in the goods delivered by us to the customer have become time-barred, but no later than five years after the date on which we delivered the respective goods to our customer.
5. The provisions set out in Sections IX.1 to IX.4 shall not apply to the limitation period for claims arising from injury to life, limb or health, nor to the limitation period for claims under the Product Liability Act and for legal defects in the goods delivered by us which consist in a right in rem of a third party on the basis of which the surrender of the goods delivered by us can be demanded. Furthermore, they shall not apply to the limitation of claims of our purchaser/customer which are based on the fact that we fraudulently concealed defects in the goods delivered by us or that we breached an obligation wilfully or through gross negligence. In the cases specified in this Section IX.5, the statutory limitation periods shall apply to the limitation of these claims.
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X. Returns

1. The return of goods delivered by us that are free of defects shall be excluded. If, in exceptional cases, we agree to take back goods free of defects with a value of > € 200, a credit note will only be issued to the extent that we determine that the goods are fully reusable. The actual costs of inspection, preparation, reworking and repackaging, at least 20% of the invoice amount or at least €30, will be deducted. Any freight costs incurred for the return freight will also be deducted. Such a credit note shall not be paid out, but shall only be used to offset future deliveries.

XI. Prohibition of assignment

1. Without our express written consent, rights or claims against us, in particular due to defects in goods delivered by us or due to breaches of duty committed by us, may not be transferred in whole or in part to third parties or pledged to third parties; Section 354 a of the German Commercial Code (HGB) shall remain unaffected by this.

XII. Safety data sheets and declarations of performance

1. If Regulations (EC) No. 1907/2006 (REACH Regulation) and/or (EC) No. 305/2011 (EU Construction Products Regulation) in their currently valid versions shall apply to the delivery item, the customer shall agree to retrieve the material safety data sheet and/or the declaration of performance at the URL <http://pd.knauf.de>.

XIII. Data protection

- a) Names and contact details of the responsible body and the Data Protection Officer:

Responsible body:	Company Data Protection Officer:
Knauf Performance Materials GmbH	Data Protection Officer of Knauf Performance Materials GmbH
Kipperstrasse 19	Knauf Performance Materials GmbH
44147 Dortmund, Germany	Kipperstrasse 19
Phone: +49 (0)231/9980-01	44147 Dortmund, Germany
Email: kpm.info@knauf.com	datenschutz@knauf.de

- b) Purpose and legal basis of processing

- We are entitled to process personal data of the supplier and the supplier's contact persons, which the buyer receives in the course of the business relationship with the supplier, for the purpose of processing the business relationship in accordance with Art. 6 (1) (b) GDPR.
- In addition, your personal data will be processed if there is a legal obligation to process it, in particular due to commercial and tax law requirements, Art. 6 (1) (c) GDPR.
- Company data shall be transmitted to a credit agency on the basis of legitimate interests. In the case of partnerships, however, this may involve the transfer of personal data, so that processing is carried out on the basis of a legitimate interest pursuant to Art. 6 (1) (f) GDPR. The purpose of transferring the customer's company data to a credit agency is to generate profit, reduce the default rate and protect against credit risks.

- c) Legitimate interests

The purpose and legitimate interest on the part of Knauf in transferring the supplier's company data to a credit agency is to generate profit, reduce the default rate and protect against credit risks. The necessary consideration also takes into account the fact that data processing by credit agencies also represents self-protection for the potential contractual partner against the threat of excessive debt.

- d) Categories of recipients

Recipients of data are credit agencies as third parties within the meaning of Art. 4 No. 10 GDPR. In addition, we have engaged service providers who process personal data on behalf of Knauf. Contracts for order processing in accordance with Art. 28 (3) GDPR ensure that the applicable data protection regulations are complied with.

- e) Transfer to third countries or intention to transfer personal data to a third country

There is no transfer of data to a third country and there is no intention to do so.

- f) Duration of processing

We store your data for as long as it is required for the respective processing purpose. We delete your data in this context after the end of the applicable retention periods. This applies in particular to retention obligations under commercial or tax law (e.g. German Commercial Code, German Fiscal Code etc.).

- g) Your rights

Knauf Performance Materials GmbH attaches great importance to ensuring that our processing procedures are fair and transparent. The relevant request can be made in writing to the following address: Knauf Performance Materials GmbH, Kipperstrasse 19, 44147 Dortmund, Germany or by email to: datenschutz@knauf.de

Under the General Data Protection Regulation, you have the following rights:

- Right to rectification in accordance with Art. 16 GDPR
- Right to erasure/right to be forgotten in accordance with Art. 17 GDPR, Section 35 BDSG
- Right to restriction of processing in accordance with Art. 18 GDPR
- Right to data portability in accordance with Art. 20 GDPR
- Right to object to data processing in accordance with Art. 21 GDPR, Section 36 BDSG
- Right to lodge a complaint with the supervisory authority pursuant to Art. 77 GDPR

- h) Obligation to provide data

Some personal data is necessary for the establishment, implementation and termination of the contractual relationship and the fulfilment of the associated contractual and legal obligations.

- i) Origin of the data

Within the framework of the contractual relationship or the initiation of the contractual relationship, we process contact data, job-related data and company-related data in particular. In principle, you provide us with the aforementioned data yourself. In exceptional cases, however, we also obtain other relevant information from credit agencies, in particular regarding creditworthiness and credit behaviour.

XIV. Place of fulfilment, place of jurisdiction, applicable law, commercial clauses

1. The place of fulfilment and exclusive place of jurisdiction for all claims between us and merchants or legal entities under public law or special funds under public law shall be Dortmund, or the registered office of the respective delivery factory or distribution warehouse, for payments the payment offices specified in the invoice, unless mandatory statutory provisions provide otherwise. However, we shall also be entitled to bring legal action against a customer at their legal place of jurisdiction.
2. The legal relationship between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany, as it applies between German merchants and as effectively agreed in the respective countries of delivery (see I of these Terms and Conditions of Sale). The application of the provisions on the international sale of goods (CISG-Vienna UN Convention on Contracts for the International Sale of Goods) and German private international law shall be expressly excluded.
3. Insofar as trade terms have been agreed in accordance with the International Commercial Terms (INCOTERMS), the latest version of the INCOTERMS shall apply (currently INCOTERMS 2020).

XV. Final provisions

1. Should any of the above provisions be invalid, partially invalid or excluded by a special agreement, this shall not affect the validity of the remaining provisions.