

## Terms of Use

### 1. General provisions

- 1.1. The following General Terms of Use apply when using the content and functions on the website operated by BTC Europe GmbH ("**operator**"), <https://chemshop.btc-europe.com> ("**ChemShop**"). Use may be subject to special conditions in individual cases. These separate conditions shall then apply in addition to these Terms of Use.
- 1.2. The website is an online shop that allows the user to order the products offered in accordance with these Terms of Use.
- 1.3. The operator is entitled to all rights to or from the website.
- 1.4. The operator reserves the right to amend the Terms of Use at any time and to require acceptance of the amended Terms of Use for further use of the website.
- 1.5. The operator reserves the right to change or expand the content and structure of the website and associated user interfaces or to completely discontinue operating the website or user interfaces. The operator shall inform the user of changes accordingly.
- 1.6. The user's terms of use shall not apply. This also applies if the operator does not object to such terms of use in individual cases.

### 2. Registration on ChemShop

- 2.1. Only registered customers are entitled to use the ChemShop. Multiple users can be registered for one customer, provided that these users are acting on behalf of the respective customer. By registering, each user agrees that these Terms of Use shall apply.
- 2.2. To register, existing customers of the operator, or existing customers of companies affiliated with the operator within the meaning of § 15 ff. AktG ("**Affiliated Companies**"), must be invited by the operator. The respective user will then be directed to the registration page for the ChemShop.

- 2.3. New customers (customers who do not have an ongoing business relationship with the operator or an affiliated company) have the option of registering on the ChemShop website. The operator reserves the right to discontinue all or part of the registration process on the ChemShop website or to exclude individual customers from registering. Section 2.3 applies to the registration of additional users for a registered customer.
- 2.4. The user is required to provide complete and truthful information during registration. Mandatory fields are specially marked. Data is stored by the operator. If a user's information has changed after registering, this user must inform the operator of these changes without delay.
- 2.5. Each user is permitted to have only one user account.
- 2.6. A user account is created for the user after they register. The user can then access their account using their email address and the password chosen during registration. To set their password, the user is sent an email confirming their registration and asking them to create a password. The user can change their password at any time using the password-protected user area.
- 2.7. There is no obligation to purchase when registering a customer or user.
- 2.8. User accounts are created for specific individuals and may only be used by the respective authorized user. The user must keep their access information and password secret as well as prevent third parties from having unauthorized access to these. Any action taken through a user account is always attributed to the corresponding user. Users are responsible for all consent granted through their user account.  
If there is suspicion of misuse, the user must inform the operator of this immediately.  
If there are serious issues, the user account is immediately locked by the operator.
- 2.9. The operator may also deactivate the user account. Deactivation is permitted in particular if the user provided false information during registration or violated these Terms of Use.

- 2.10. Users may deactivate their user account at any time without justification, unless otherwise indicated. When a user account is deactivated, it is locked and the user can no longer log in. A new user account must then be created.
- 2.11. All user data is deleted irrevocably upon expiration of the corresponding retention requirements under applicable commercial and tax law.

### 3. Ordering process

- 3.1. When ordering, the user can see ChemShop products and add these to their shopping cart. The user can change the product(s) selected at any time before the order is complete. The operator reserves the right to show specific products or product groups only to certain users or user groups on the ChemShop.
- 3.2. The user can view the price and shipping terms in their shopping cart. If the system does not show the price for a product, the user can request a price.
- 3.3. Clicking the "Purchase" button completes the order process.

### 4. Contract conclusion and content

- 4.1. By showing products on the ChemShop, the operator is not making a legally binding offer to conclude a purchase contract. Rather, the operator is merely requesting the user to provide a legally binding offer (*invitatio ad offerendum*).
- 4.2. Unless otherwise specified, the user can order all products shown to them on the ChemShop.
- 4.3. By clicking the "Purchase" button, the user is providing a legally binding offer to conclude a purchase contract for the products in their shopping cart at the price shown when they clicked the button and with the contract partner shown to them while ordering and responsible for the respective user, in accordance with Section 5.1.
- 4.4. The operator will send the user an order confirmation immediately after the order is submitted. This email is generated automatically and contains an order summary. It confirms that the operator has received a binding offer and that this offer is being reviewed. This is merely intended to inform the user that their contractual offer has

been submitted successfully. This order confirmation does not constitute a legally binding declaration of acceptance. No binding contract is created upon confirmation that the order has been received.

- 4.5. When an order is received, the operator reviews the content of the order. If a local entity other than the operator is the user's or customer's contract partner within the meaning of Section 5.1, the operator acts as a representative of the local entity.
- 4.6. After the order has been reviewed, a binding declaration of acceptance for the contractual offer is provided by means of the order confirmation sent to the user in a separate email.
- 4.7. The contract is concluded in accordance with the applicable General Terms of Sale of the operator or contract partner responsible for the user or customer within the meaning of Section 5.1. These terms can be viewed through the ChemShop and are shown during the ordering process.

## 5. Contract partner

- 5.1. The corresponding contract partner for the user or customer is based on their registered office. If the operator or an affiliated company ("**local entity**") has a local business unit responsible for managing and handling business relationships between resident users and customers for the territory in which the user or customer is based, the contract shall be concluded with this local entity. In such cases, the operator shall act as a representative of the corresponding local entity. In all other cases, the operator is the contract partner for the user or customer. The corresponding contract partner for the user or customer is indicated to the user during the ordering process.

## 6. Legal disclaimer

- 6.1. The operator has carefully compiled the content for these websites according to current knowledge.

- 6.2. However, the operator does not guarantee – either expressly or implicitly – the completeness or correctness of the information on this website. Access to and use of this website and of linked websites is at the user's own risk. The user is not entitled to claims for damages or claims for defects resulting from missing or incorrect information.
- 6.3. This exclusion of liability does not apply to intentional action and to damages resulting from personal injury.

## 7. Legal notices

- 7.1. Unless otherwise indicated, all content published on this website is the sole property of the operator.
- 7.2. The user is prohibited from using this website content without written permission from the operator.
- 7.3. International users must observe the specific aspects of locally applicable law.
- 7.4. Any activity intended to adversely affect the operator's website is prohibited.
- 7.5. In particular, it is forbidden to block or modify any content generated by the operator or to otherwise interfere with the website.

## 8. Final provisions

- 8.1. It is forbidden to use the contact information provided on this website or to send information which has not been expressly requested.
- 8.2. For all orders on this website, only the system time applicable on the platform applies.
- 8.3. By using the platform, the user agrees to the processing of their data in accordance with the operator's privacy notice, which can be viewed at [BTC ChemShop Privacy Notice](#).

- 8.4. Should individual provisions of these Terms of Use be or become invalid and/or contradict legal requirements, this shall not affect the validity of the remaining Terms of Use.
- 8.5. The place of jurisdiction for disputes in connection with these Terms of Use shall be Ludwigshafen am Rhein, unless the user or customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, provided that another exclusive place of jurisdiction has not been agreed.
- 8.6. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and of relevant provisions of the German Introductory Act to the Civil Code (EGBGB).