

Terms and Conditions of Sale and Delivery for Business Customers

General and Scope of Application

1. CHS Container Group USA, CHS Container Trading and Modifications, and CHS Group Carolinas are hereinafter referred to as "CHS" or "we." Business partners of the individual CHS companies are hereinafter uniformly referred to as "customers," regardless of whether a contract has already been concluded or merely a pre-contractual relationship of trust has been established.
2. These Terms and Conditions of Sale and Delivery (hereinafter "Terms and Conditions") apply to all business relationships involving the sale or supply of goods or services by CHS to a customer. Sales and deliveries to customers who are consumers are excluded.
3. These Terms and Conditions apply exclusively; we do not recognize any conflicting or deviating terms and conditions of the customer, unless we expressly agree to their validity in writing or in text form. Our Terms and Conditions shall also apply if we carry out the delivery to the customer unconditionally while being aware of conflicting or deviating terms and conditions of the customer.
4. We are entitled to subsequently amend these Terms and Conditions in ongoing contracts. The amendment only becomes effective once the customer has consented to it or is deemed to have consented. This is the case if CHS notifies the customer in text form of the new Terms and Conditions at least two months before their proposed effective date, referring to the legal consequences of silence, states the amended clauses, and the customer does not respond before the new Terms and Conditions become effective.
5. Our Terms and Conditions also apply exclusively to all future contracts with the customer within the framework of the existing business relationship, provided these involve legal transactions of the same or a related nature.
6. Insofar as we also undertake freight forwarding tasks, the ADSp (German Freight Forwarders' Standard Terms and Conditions) in their most recent version (currently ADSp 2017) take precedence, to which we hereby make explicit reference. ADSp 2017 deviates in clause 23 regarding the maximum liability amount for cargo damage (§ 431 HGB) from the law, by limiting liability in multimodal transport including sea carriage and in cases where the place of damage is unknown to 2 SDR/kg, and otherwise limiting standard liability of 8.33 SDR/kg further to EUR 1.25 million per claim and EUR 2.5 million per damage event, but at least 2 SDR/kg.
7. Individually agreed arrangements with the customer in individual cases (including collateral agreements, supplements, and amendments) shall always take precedence over these Terms and Conditions. The content of such agreements is, subject to evidence to the contrary, determined by a written contract or our written confirmation.

Offer, Conclusion of Contract, and Offer Documents

1. Our offers are – unless otherwise stated by us – non-binding and merely constitute an invitation to the customer to submit an offer (invitation and offered). Only the customer's order of a specific product or service from CHS constitutes an offer. By placing an order, the customer declares a binding intention to purchase or receive the ordered goods or services. Acceptance of the customer's offer is effected by an explicit confirmation from CHS in writing or text form within two weeks of receipt of the offer. The corresponding contract is only concluded with such acceptance.
If the customer's order is not based on our prior offer (invitation and offered), we are entitled to accept the contract offer contained in the order within two weeks after receipt.
2. Drawings, illustrations, dimensions, weights, or other performance data are only binding if expressly agreed upon in writing. Furthermore, we retain all property and copyright rights

to illustrations, drawings, calculations, and other documents (hereinafter "Documents"), even if they were prepared by the customer based on our instructions. The customer may not make these items accessible to third parties, disclose them, use them themselves or through third parties, or reproduce them without CHS's express consent. At CHS's request, the customer must return these items in full and destroy any copies made if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Exempted is the storage of electronically provided data for normal data backup purposes.

3. We may deviate from the contractual documents, such as illustrations, drawings, weight and dimension specifications (collectively "Specifications"), to the extent reasonably acceptable to the customer, due to technical progress or production-related reasons, unless we have expressly designated the Specifications as binding. Technical modifications as well as changes in form, color, material, and/or weight remain reserved within the framework of technical progress and what is reasonable for the customer.
4. If we ourselves are not correctly or punctually supplied by our suppliers through no fault of our own, we shall be released from our obligation to perform and may withdraw from the contract. We will inform the customer without delay about the unavailability of the performance and promptly refund any consideration already received.
5. If justified doubts arise about the customer's creditworthiness during or after the conclusion of the contract – particularly in the event of seizures, enforcement measures, or if insolvency proceedings are applied for or rejected due to lack of assets – and if our claim to the purchase price is thereby endangered due to the customer's lack of performance ability, we may make performance conditional on advance payment or provision of security by the customer or withdraw from the contract in whole or in part. The remainder of the contract remains binding for the customer even if individual positions become invalid.
6. Brochures, advertising materials, or catalogs issued by us or the manufacturer, as well as the information contained therein, only become part of contracts concluded by us if they are expressly included in the contract. Otherwise, they are non-binding and subject to change. They do not constitute guaranteed characteristics unless expressly agreed.
7. The customer is obliged to support us to the best of his ability in the performance of our services and to create within their area of responsibility all necessary prerequisites for proper order execution; in particular, they must provide us in good time and in full with all documents and information necessary for performance.

Prices and Payment Terms

1. Unless otherwise agreed with the customer, the (net) prices stated in the order confirmations apply to the scope of performance and delivery listed therein. Prices are in USD and exclude additional freight costs, statutory VAT, customs duties for export deliveries, as well as fees and other public charges.
2. The sales price includes 14 days of storage free of charge. After this period expires, the customer must pay storage fees of USD 5 per TEU per day.
3. Unless expressly stated otherwise in the contract, the customer is obliged to pay invoice amounts without deduction in cash or by bank transfer free of charges to one of our accounts within 14 days of the invoice date. Decisive is the receipt of the money by us or the crediting of the amount to our account.
4. Checks and bills of exchange will only be accepted for payment on account upon express prior agreement. All expenses and costs incurred from the collection of checks or bills of exchange shall be borne by the customer.
5. The customer may only offset claims if his counterclaims are legally established or undisputed. This applies equally to the assertion of rights of retention or refusal of performance. Offsetting or asserting a right of retention/refusal of performance due to a

counterclaim for compensation of defect rectification costs or completion costs from the same legal relationship is, contrary to sentence 1, always permissible.

Delivery, Place of Performance, Delivery Time, and Default of Acceptance or Delivery

1. Deadlines and dates for deliveries and services indicated by CHS are always approximate, unless a fixed deadline or fixed date is expressly promised or agreed. Furthermore, the start of our delivery period requires clarification of all technical questions with the customer. If the customer fails to fulfill his obligations to cooperate, particularly regarding technical approvals or provision of necessary information, clause V.4 applies.
2. If contractual delivery to the customer is agreed and delivery is only possible using specially procured transport means (e.g., trucks), the customer will be informed of this in the request for quotation and in our confirmation. In this case, the customer must ensure that access to the agreed delivery location is (i) fully accessible for the specified transport means (sufficient road width, no weight restrictions, no obstacles such as trees, parked cars, construction sites, etc.), (ii) that a suitable turning and parking area is available for the transport means, (iii) that the ground is solid, load-bearing, and level (e.g., asphalt, concrete, compacted gravel), and (iv) that crane unloading is possible within the radius specified in the request for quotation and confirmation (depending on the container delivered and crane reach).
3. Compliance with our delivery obligation further presupposes timely and proper fulfillment of the customer's obligations, particularly payment of the agreed amounts and, where applicable, provision of agreed securities. The defense of unfulfilled contract remains reserved.
4. We are entitled to make partial deliveries and partial services if (i) the partial delivery is usable for the customer within the contractual purpose, (ii) the delivery of the remaining goods or services is ensured, and (iii) the customer does not incur significant additional effort or costs (unless we agree to bear such costs).
5. If the customer is in default of acceptance, he must reimburse us for any additional expenses (e.g., storage of the goods). If the customer culpably violates other duties to cooperate, he must compensate us for the resulting damage (including additional expenses). Further claims, particularly damages if the customer is also in debtor's delay, remain reserved.
6. Cases of force majeure (unforeseen circumstances beyond our control, which could not be avoided with reasonable diligence, e.g., strikes, war, fire, transport obstacles, shortage of raw materials, pandemics, government measures, natural disasters, or lockouts) suspend our delivery obligation for the duration of the event plus a reasonable restart period. This applies even if we are already in default. We will promptly notify the customer of the occurrence and expected duration of the force majeure. If continuation of the contract is unreasonable due to the duration of the force majeure, even considering the customer's interests, we are entitled to withdraw from the contract in whole or in part for the unfulfilled portion.
7. If the disruption lasts longer than three months, the customer is entitled, after setting a reasonable grace period, to withdraw from the contract with respect to the unfulfilled portion.
8. Our liability for delay is governed by clause VIII.

Transfer of Risk, Shipping, and Transport Insurance

1. The risk of accidental loss or accidental deterioration of the goods passes to the customer – unless CHS undertakes the transport itself – upon handover, in the case of a sale involving shipment, upon delivery to the freight forwarder, carrier, or other person designated to execute the shipment, regardless of the place of dispatch. This also applies to partial deliveries and regardless of whether freight-free delivery has been agreed. If shipment is delayed at the request of the customer or if he is in default of acceptance or debtor's delay, the risk passes to him on the day of readiness for dispatch. Costs resulting from the delay (particularly storage) shall be borne by the customer.
2. The method of shipment and packaging is at CHS's reasonable discretion. Unless expressly agreed otherwise in the contract, we will package the goods at the customer's expense and invoice the costs to the customer.
3. If the customer wishes, we will take out transport insurance for the delivery; the customer shall bear the costs.
4. If the intended use of the goods requires private or public-law permits or approvals (e.g., construction permits, static calculations, setback distance approvals), it is the customer's responsibility and risk to obtain these at his own expense.

Retention of Title

1. We retain ownership of the goods delivered (hereinafter also "Retained Goods") until full settlement of the purchase price and all claims from the ongoing business relationship with the customer (including balance claims from a current account limited to this supply relationship). Inclusion of individual claims in a current account and balance statements does not affect the retention of title; in this case, the retention relates to the recognized or actual balance. Payment is deemed made only upon receipt of the equivalent value by us or credited to our account. The retention of title does not revive for goods once the customer has acquired ownership, even if new claims arise thereafter.
2. In the event of a breach of contract by the customer, particularly default in payment, we are entitled under statutory provisions to withdraw from the contract and demand return of the goods. For this purpose, the purchaser irrevocably permits us to enter his business and storage premises unhindered and take back the goods. The return of goods always constitutes withdrawal from the contract. We are entitled to realize the goods after return. The proceeds of realization will be credited against the customer's liabilities, less reasonable realization costs.
3. The customer must handle the goods with care and insure them adequately at replacement value against fire, water, and theft damage at his own expense. If maintenance or inspection work is necessary, the customer must carry this out regularly at his own expense and risk.
4. The customer is entitled to resell and/or process the Retained Goods in the ordinary course of business, unless it is agreed in the resale that his claim against the third party expires by set-off. The customer hereby assigns to us all claims (including balance claims from a current account) equal to the final invoice amount (including VAT) of our claim, which accrue to him from resale or other legal grounds against his buyers or third parties. This assignment applies regardless of whether the goods were resold without or after processing. We accept the assignment. The customer remains authorized to collect these claims even after assignment. Our right to collect remains unaffected, but we undertake not to collect as long as the customer fulfills his obligations from the collected proceeds, is not in default, and has not suspended payments. Otherwise, we may demand that the customer disclose the assigned claims and debtors, provide necessary information (especially debtor addresses), hand over documents, and inform debtors of the assignment.

5. The authorization in clause VI.5 does not extend to pledging or assigning the Retained Goods as security without our consent. Financing contracts (e.g., leasing) involving transfer of our retained rights require our prior written consent, unless the financing institution is obligated to pay the portion of the purchase price due to us directly.
6. If the Retained Goods are processed by the customer, it is agreed that processing is carried out in our name and for our account as manufacturer, and the customer immediately acquires ownership or – if processing involves materials of multiple owners or the value exceeds that of the Retained Goods – co-ownership in proportion to the Retained Goods' value to the new product. If such ownership acquisition does not occur, the customer hereby transfers future ownership or co-ownership in the specified proportion to CHS for security. If the Retained Goods are combined or inseparably mixed with other items into a single item, and one is deemed the principal item such that sole ownership is acquired by CHS or the customer, the party owning the principal item transfers proportional co-ownership to the other party in the proportion specified above.
7. The customer hereby assigns to us, as security for our claims against him, any claims against third parties arising from the connection of Retained Goods with real property. We accept the assignment.
8. The customer shall bear all pre-litigation and court costs necessary to lift an attachment or other third-party intervention against the Retained Goods and to recover them, insofar as they cannot be recovered from the third party. If we are entitled to assert assigned claims under this clause VI, the customer must reimburse us for the necessary costs of doing so.
9. We undertake, at the customer's request, to release securities to the extent that the realizable value of our securities exceeds the secured claims by more than 10%; the choice of securities to release is at our discretion.

Warranty

1. The warranty period is one year from delivery or, where acceptance is required, from acceptance. Acceptance is deemed to have taken place if:
 - delivery is completed,
 - CHS has notified the customer thereof and requested acceptance while referring to this acceptance fiction,
 - 12 working days have passed since delivery or the customer has already begun using the goods, and
 - the customer has failed to accept within this period for reasons other than a defect reported by CHS that renders use impossible or substantially impairs it.

This limitation does not apply to customer's claims for damages arising from injury to life, body, or health, or from intentional or grossly negligent breaches of duty by the seller or his agents.

2. The delivered goods must be inspected carefully and immediately after delivery to the customer or his designated third party. With respect to obvious defects or defects that would have been detectable with prompt and careful inspection, goods are deemed approved unless CHS receives a written notice of defect within seven working days of delivery. With respect to other defects, goods are deemed approved unless CHS receives written notice of defect within seven working days from when the defect became apparent. If the defect was obvious at an earlier time with normal use, that earlier time is decisive for the beginning of the notice period. Upon request by CHS, a defective item must be returned freight-free. In the case of justified defect claims, CHS will reimburse the cost of

the cheapest shipping method; this does not apply where costs increase because the item is located at a place other than the intended place of use.

3. Claims for defects do not exist in the case of insignificant deviation from the agreed quality or only insignificant impairment of usability.
4. If the item is defective, we have the choice of rectification or replacement. In the case of subsequent performance, we must bear the expenses necessary for this (transport, labor, materials, etc.), provided they are not increased because the goods were taken to a location other than the place of performance, unless consistent with intended use. Replaced parts become our property.
5. If subsequent performance fails, the customer is entitled, at his option, to withdraw or reduce the price. The customer's demand for damages in lieu of performance or – in the case of a works contract – self-remedy is excluded until subsequent performance fails, unless demand for subsequent performance is legally dispensable. Subsequent performance is deemed to have failed if two attempts to remedy the defect do not result in freedom from the defect or are not undertaken within a reasonable time.
6. If the defect is due to our fault, the customer may only claim damages under the additional conditions of clause VIII.
7. Warranty rights lapse if the customer alters the goods or has them altered by third parties without the seller's consent, and defect rectification thereby becomes impossible or unreasonably difficult. In any case, the customer must bear the additional costs of defect rectification caused by the alteration.
8. For used goods, claims for defects are excluded. This does not apply to claims for damages under clause VIII.2.

Liability for Damages

1. Our liability for damages, regardless of legal basis (including impossibility, delay, breach of duties during contract negotiations, or tort), is limited as set forth in this clause VIII.
2. We are liable without limitation under the Product Liability Act, for fraudulent concealment of defects, for damages resulting from injury to life, body, or health, for intent, or where we have assumed a guarantee. In cases of gross negligence, we are only liable for the foreseeable, typical damages.
3. In cases of simple negligence involving breach of essential contractual obligations (duties fundamental to the contract), we are also only liable for foreseeable, typical damages.
4. Our liability under clause VIII.3 is further limited to EUR 50,000 per damage event and EUR 150,000 per contract. These limitations do not apply if the customer notifies us in writing before contract conclusion of a higher value as liability cap. In this case, the liability cap is the declared value. We will charge the customer an additional fee for the higher limit, covering particularly our higher costs (e.g., increased insurance).
5. Except as stated in clauses VIII.2 and VIII.3, we are not liable for damages caused by simple negligence.
6. Outside the scope of clause VIII.2, further claims for damages are excluded, particularly claims for consequential damages or lost profits.
7. The above exclusions and limitations of liability apply equally to our corporate bodies, legal representatives, employees, and other agents.
8. Any technical advice or consultation provided by CHS that is outside the contractually owed scope is given free of charge and without liability.

Limitation Period

1. Warranty rights of the customer are governed by clause VII.1 and 7.
2. Other claims of the customer arising from breaches of duty by us, particularly damages claims, or claims under a guarantee, become time-barred after one year. The customer's right to withdraw from the contract due to a breach of duty not constituting a defect remains unaffected. Statutory limitation periods apply to:
 - 2.1. claims under the Product Liability Act and claims for damages from injury to life, body, health, or essential contractual duties,
 - 2.2. claims for damages caused by intentional or grossly negligent breaches of duty by us or our agents,
 - 2.3. claims based on fraudulent concealment of a defect,
3. Unless expressly provided otherwise, statutory provisions on commencement, suspension, and recommencement of limitation periods remain unaffected.
4. Our claims against the customer become time-barred under statutory provisions.

Data Protection and Confidentiality

1. We are entitled to process and store data received in connection with the business relationship concerning the customer – including data from third parties – in compliance with applicable data protection regulations, in particular the GDPR, and to have such data processed and stored by third parties commissioned by us. Details are set out in the privacy policy available on our website.
2. The customer must not disclose any confidential information (including trade secrets) obtained in connection with a contract and its execution to third parties. Confidential information includes information designated as confidential or whose confidentiality arises from circumstances, regardless of whether communicated in writing, electronically, physically, or orally. Confidential information particularly includes our technologies, business data, business plans and strategies, economic relations and status, personnel information, unpublished intellectual property rights, and other non-public information.
3. The customer is expressly prohibited from obtaining confidential information through reverse engineering. Reverse engineering includes observing, testing, examining, disassembling, and possibly reassembling, aimed at obtaining confidential information.

Place of Jurisdiction, Place of Performance, and Applicable Law

1. If the customer is a merchant, a legal entity under public law, or a special fund under public law, Norfolk, VA is the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS (USA ENTITIES) and the customer.
2. Clause 1 also applies if the customer has no general place of jurisdiction in the US, or after conclusion of the contract, relocates residence or habitual abode abroad, or if such residence is unknown at the time the action is filed. However, we reserve the right to sue the customer at his general place of jurisdiction.

Final Provisions

1. Should individual provisions of the contract concluded between us and the customer or these Terms and Conditions of Sale and Delivery be invalid or unenforceable, the validity of the remainder of the contract shall not be affected. The invalid or void provision shall be replaced by a valid provision that most closely reflects the economic intent of the invalid or void provision. The same applies to contractual gaps.
2. The customer is not entitled to assign claims against us to third parties. The customer is also not entitled to transfer the contract or parts thereof to third parties without our prior express consent.
3. No act by us, other than an express waiver, constitutes a waiver of any right to which we are entitled under the contract, these Terms and Conditions, or the law. Delay in exercising our rights does not constitute a waiver either.
4. 4. All contracts as well as any amendments or supplements thereto must be made in text form; oral agreements shall only be effective if confirmed by CHS in text form. This also applies to this text form clause.

(Status: August 2025)