

General Terms of Sale and Delivery

1. General:

- 1.1. The purchase agreement is only valid when confirmed by Seller in writing.
- 1.2. These General Terms of Sale and Delivery always constitute an integral part of the purchase agreement and shall also apply for all subsequent purchase agreements without requiring separate notification of such applicability.
- 1.3. Verbal agreements and the Buyer's Terms of Purchase shall only be applicable if confirmed or acknowledged by Seller in writing. Lack of objection shall under no circumstances constitute tacit acceptance by Seller.

2. Price:

- 2.1. Seller's sales prices are quoted exclusive of value-added tax which shall be paid by the Buyer at the applicable statutory rate.
- 2.2. Any granted trade discounts, bulk discounts or credits, etc. are calculated on the basis of the sales prices excluding value-added tax.

3. Exchange rate guarantee:

- 3.1. Prices quoted in currencies other than euros (EUR) are based on sales rate of exchange quoted by the Vienna Exchange at the time the purchase agreement was concluded.
- 3.2. If the exchange rate varies by more than 2% by the time of invoicing, Seller shall be entitled to adjust the prices accordingly. In such cases, the Buyer shall be entitled to withdraw from the purchase agreement immediately in respect of all goods, which still have to be delivered by Seller; notice of withdrawal shall be given in writing.

4. Delivery date:

- 4.1. The delivery date shall be the date agreed for dispatch of the goods or on which the goods are placed at the Buyer's disposal.
- 4.2. If this agreed delivery date is exceeded, the Buyer shall be entitled to withdraw from the purchase agreement after setting a period of grace of at least four weeks; notice of withdrawal shall be given in writing. The period of grace shall commence on the day on which the Seller receives the Buyer's notice of withdrawal.
- 4.3. Claims for damages by the Buyer based on late delivery or in the event of a withdrawal shall be excluded to the extent permitted by law.
- 4.4. If the Buyer sends a truck to collect the goods from Seller's site,
 - a) Seller must be informed of the impending collection at least two days in advance, with specification of the transport company or truck number, the goods to be collected and the quantities concerned;
 - b) the truck must report ready for loading at Seller's site on the agreed date, not later than 14:00 Monday to Thursday and not later than 11:00 on Fridays;
 - c) the truck driver must present a corresponding collection order.
- 4.5. All claims by the Buyer on account of late handling are excluded, regardless of their nature.

5. Call-off deliveries:

- 5.1. If it is agreed that goods are to be called off by the Buyer during a specific period of time, the Seller shall be entitled to withdraw from the purchase agreement partly or completely (even in respect of part-orders already delivered) and without granting a period of grace if the goods are not called off on schedule.
- 5.2. The Seller shall in all cases be entitled to charge storage costs for the period by which the agreed period of time is exceeded.
- 5.3. In case of withdrawal of the contract by the Buyer, the Seller shall be entitled to charge 3% cancellation fee of the gross sales price in addition.

6. Shipment and transfer of risk:

- 6.1. Unless agreed otherwise in writing, the form of shipment and route shall be decided at Seller's discretion.
- 6.2. Unless agreed otherwise in writing, the price risk shall pass to the Buyer when the goods are dispatched or, in the event of delayed acceptance by the Buyer, when they are ready for collection.

7. Notice of defects:

- 7.1. Defective goods are deemed to have been accepted unless reported by the Buyer by written notice specifying the precise nature of the defect immediately, but at the latest within 10 days, upon arrival of goods at their destination.
- 7.2. This shall not apply in the case of defects which cannot be discovered within the above time limit, despite careful examination. Such defects shall be deemed to have been accepted if they are not reported as specified above immediately after being discovered and not more than 6 weeks after arrival of the goods at their destination.
- 7.3. Notice of defects shall be accompanied by samples of the defective goods and relevant documentation at Seller's request.
- 7.4. The Buyer must control the goods before using. Claims resulting from the usage of defective goods will not be compensated by the Seller. As soon as the defect is discovered by the Buyer, all further disposal of the goods, in particular further processing of the goods, shall become impermissible without the Seller's explicit consent at the risk of forgoing all other rights whatsoever.
- 7.5. Notice of defects shall not discharge the Buyer from their payment obligations.
- 7.6. Goods reported as defective shall not be returned to the Seller without their prior written consent; this shall not apply in respect of the samples requested by the Seller. If goods are returned nevertheless, all resultant costs incurred by the Seller shall be reimbursed, regardless of the nature of such costs.
- 7.7. The Buyer shall not assume any rights or other legal consequences from the fact that the Seller has accepted the returned goods.
- 7.8. The Seller's examination of the defective goods shall likewise not give rise to any rights for the Buyer or other legal consequences.
- 7.9. The Buyer shall bear all risks concerning the suitability of the goods for a particular purpose or manner unless the Seller has given a written assurance to the contrary. The rulings in Sections 7 and 8 shall apply accordingly for all rights arising from such an assurance.
- 7.10. No claims whatsoever shall accrue with respect to goods for which a deviation from the standard quality has been agreed to between the Buyer and the Seller.

8. Warranty and liability:

- 8.1. If notice of defects has been duly and justly given, the Seller shall either reduce the price, improve the goods, deliver a replacement or take back the goods and refund the purchase price, at the Seller's discretion and with due consideration of the Buyer's interests. All other claims against the Seller, particularly claims for compensation for direct or consequential damages are explicitly excluded to the extent permitted by law. This exclusion shall also encompass claims under product liability, including claims of recourse.
- 8.2. Those claims by the Buyer which cannot be excluded by law shall be limited to not more than the purchase price of the goods concerned, insofar as is legally permissible. The Buyer shall pass this limitation of the Seller's liability on to their customers and oblige them to do likewise, thus ensuring that the Seller's limited liability is maintained until the goods reach their final user. Any protective effect of the purchase agreement in favour of third parties is excluded.

9. Terms of payment:

- 9.1. The Seller's invoiced sales prices, including invoiced prices for part-deliveries, shall be fully paid in time and without deductions, especially banking charges so that they are received by the Seller not later than the maturity date.
- 9.2. Defaulted payments shall be charged interest at 2% per annum above the applicable bank rate charged for current credits.
- 9.3. Non-compliance with the terms of payment shall entitle the Seller to withdraw from the purchase agreement without granting any period of grace and to claim damages for non-performance.
- 9.4. The Buyer shall not be entitled to withhold payments on account of purported counterclaims which the Seller has not acknowledged, nor to set off payments against such counterclaims.
- 9.5. The Buyer may only assign claims against the Seller to third parties with the Seller's prior written consent.

- 9.6. All costs incurred by the Seller in connection with the prosecution of this claim, especially costs for out-of-court reminder, or reminders by lawyer, collection agency, etc. will be reimbursed by the Buyer.

- 9.7. In the event of justified doubts as to the Buyer's solvency or creditworthiness, the Seller shall be entitled to withdraw from the purchase agreement or to make fulfillment of the purchase agreement contingent upon securities, including advance payments, at the Seller's discretion.
- 9.8. The Seller shall be relieved of any obligation to deliver if the Buyer suspends payments or if insolvency proceedings are instituted against the Buyer or if the Buyer's company has been liquidated.

10. Retention of ownership:

- 10.1. The Seller shall retain ownership of the goods delivered until the Buyer has discharged all obligations in full, in particular until the purchase price has been paid in full, including all secondary costs, such as interest, fees, expenses, etc.
- 10.2. The Buyer may dispose of the goods as required in the ordinary course of business. Extraordinary disposal, such as pledging or transfer of ownership as security, shall not be permissible.
- 10.3. If the Seller's goods are processed, mixed or combined with other materials, the Seller shall acquire part-ownership of the resultant products in proportion with the value of the Seller's goods in relation to that of the other materials.
- 10.4. The Buyer shall inform the Seller without delay if the goods retained in the Seller's ownership are seized and assist in safeguarding the Seller's rights; the Buyer shall furthermore reimburse all costs incurred by the Seller in this context, in particular the costs associated with the appeal process.

11. Force Majeure:

- 11.1. Force Majeure affecting the Seller or the Seller's suppliers shall entitle the Seller to interrupt deliveries for the duration of the obstruction and adequate start-up period or to withdraw from the purchase agreement partly or completely, in keeping with the effects of such obstructions.
- 11.2. If delivery is delayed for more than three months due to Force Majeure, the Buyer shall be entitled to withdraw from the purchase agreement within two weeks with respect to the deliveries concerned.
- 11.3. Force Majeure shall include, but is not restricted to, the following: all catastrophes of Nature, such as earthquakes, lightning, frost, storms or floods, war, acts of terrorism, official intervention, seizure, transport disturbances, import and export restrictions, international payment restrictions, unforeseeable shortages of raw materials and utilities, operational disturbances, such as mechanical breakdown or replacement of equipment (catalyst), explosions, fires, strikes, sabotage and lockouts, as well as all incident which could only be prevented at disproportionate expense and by means which are not economically justifiable.

12. Trademarks and proprietary rights:

- 12.1. The Seller's goods normally bear a trademark and/or company logo. If such goods are rewrapped, processed, mixed with other products, etc. the above signs may subsequently only be used with the Seller's prior written consent.

13. Consultation:

- 13.1. Consultation provided by the Seller's employees shall not constitute any contractual relationship and shall not give rise to any subsidiary obligations associated with the purchase agreement.
- 13.2. Details and information provided with regard to the suitability and use of the Seller's goods shall not be binding. To the extent permitted by law, the Seller shall not assume any liability based on such consultations.

14. Statutory regulations:

- 14.1. The Buyer shall be responsible for ensuring compliance with all relevant statutory and official regulations associated with the further use and/or resale of the Seller's goods.

15. Partial nullity:

- 15.1. If any of the provisions of these Terms of Sale and Delivery prove or become invalid or unenforceable, this shall not affect the validity of the remainder.
- 15.2. The invalid or unenforceable provisions shall be replaced by valid and enforceable provisions satisfying the legal and economic intent of the original provisions to the greatest possible extent.

16. Incoterms:

- 16.1. Unless agreed otherwise in writing, the contractual rulings shall be governed by the latest valid edition of INCOTERMS (issued by the International Chamber of Commerce in Paris in 1953).

17. Applicable law:

- 17.1. The purchase agreement shall be governed by Austrian law.
- 17.2. The regulations of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

18. Place of performance:

- 18.1. Unless agreed otherwise in writing, place of performance for delivery shall be Schwechat, Austria.
- 18.2. Place of performance for payments shall be Schwechat, Austria.

19. Jurisdiction:

- 19.1. Place of jurisdiction shall be Vienna, Austria. However, the Seller reserves the right to sue the Buyer before the Buyer's own courts of law, at the Seller's discretion.

20. Priority version:

- 20.1. The German version shall prevail to the exclusion of all others in the event of contradictions between the different present versions of our General Terms of Sale and Delivery. The German version shall also apply exclusively regarding interpretation of the Seller's General Terms of Sale and Delivery.

21. Electronic Documentation:

- 21.1. Electronic documents shall be considered valid documentation for all intents and purposes, including but not limited to purchase agreements, invoices, delivery notes, etc.