

Date: 01.05.2020

General conditions of sale and delivery

CHEMstone GmbH

1. General

The deliveries, services and offers of our company are made exclusively on the basis of these general terms and conditions (GTC for short). We do not accept any terms of the customer that contradict or deviate from our terms and conditions, unless our management has explicitly confirmed their validity in writing. The absence of a written rejection can in no circumstances be interpreted as agreement on our part. Unless otherwise stated in the contract, the conditions of the contract shall be interpreted as stipulated in the INCOTERMS (latest valid version). Our terms and conditions also apply to all of the following business.

2. Conclusion of contract

2.1 All our offers are non-binding and can be cancelled at any time.

2.2 The contract comes about when we send our written order confirmation.

2.3 The information on weight, size, price, performance, capacity, suchlike contained in catalogs, brochures, circulars, advertisements, illustrations and price lists or the like are only essential if they are explicitly stated in our offer, the order confirmation, or referenced clearly in the order.

3. Delivery

3.1 Delivery and dispatch takes place ex works/factory and at the risk of the customer. The risk is transferred to the customer upon full loading or - if collection has been agreed but is not picked up by the customer when it is due -. The customer agrees in advance to the mode of transport / -shipping chosen by us and the carrier or forwarder chosen by us. Complaints from transport damage must be made in written form by the customer immediately after receipt of the goods to the transport company and to us. We are not liable for any loss or damage. We only conclude transport insurance on customers requirement and at customer's expense. The packaging and any additional shipping costs are at the customer's expense.

3.2 In the case that a wrong order or wrong delivery or excess quantity delivery takes place for reasons for which the customer is responsible, we are entitled to charge the entire resulting amount or to take back the entire delivered goods. In the case that the goods are taken back, we are also entitled to charge 20% of the net invoice amount plus the applicable legal sales tax as a manipulation fee. The goods must also be taken back at the customer's cost and risk.

3.3 Over or under deliveries of up to 10% cannot be complained at all. A deviation from the ordered version is also permitted if it is a change or deviation that is reasonable for the customer and that is minor and technically justified.

3.4 Partial deliveries to a reasonable extent are also permitted.

4. Delivery times

4.1 In principle, we are only obliged to perform the service when the customer has fulfilled all of his obligations, which are necessary for the realisation, in particular all technical and contractual details, preparatory work and preparatory measures. Fixed dates require our explicit written confirmation.

4.2 Production and operational delivery delays due to force majeure, labor disputes, material procurement and operational disruptions of any kind as well as due to other unpredictable extraordinary cases such as sovereign measures or traffic disruptions inhibit the delivery periods for the duration of their effects; in the case of impossibility, they completely release us from our obligation to deliver.

4.3 In the case of our delay in performance or the impossibility of performance for which we are responsible, claims for damages by the customer are excluded, unless they are based on intent or gross negligence. For the rest, § 918 ABGB applies with the proviso that the grace period to be set for us must be at least four weeks.

4.4 Should the buyer himself arrange the collection by his own mode of transport from anyone of our plants/warehouses, the following conditions must be met in order to ensure loading at the required date, -two days advance notice must be given, stating the name of the carrier, the truck numbers, name of the driver, the product name and quantities to be collected; -if not otherwise stated the truck must be ready for loading at the specified loading place on the agreed day before noontime from Mondays through Thursdays and on Fridays until 10.00 a.m. at the

latest; -the truck driver must be able to show the relevant collection information; -the truck has to be equipped as per ADR (if necessary) and our collection instructions have to be respected. Should the truck arrive later, or should it be necessary to contact the buyer, resulting from non-fulfillment of any of the above conditions, any additional demurrage charges arising therefrom will not be paid by us.

5. Price

5.1 Unless otherwise explicitly said in written form, the prices are ex works or warehouse and do not include packaging, loading, freight, postage and value security. All our prices are net and must be paid in addition to the applicable legal sales tax.

5.2 If there are significant changes in certain cost factors between the conclusion of the transaction and delivery (e.g. price, wages, raw material or freight costs), the agreed price can be adjusted to an appropriate extent in accordance with the influence of the relevant cost factors.

5.3 For the CPT, CIP, DAP, DAT, DDP, CIF and CFR contract forms, the prices are based on the official freight rates applicable at the time the contract was concluded. Any increase in the official freight rate and / or port fees will be charged to the customer.

5.4 The prices quoted are based on the middle exchange rate of the Vienna Stock Exchange on the day the order confirmation was issued, provided that they are stated in foreign currency. We reserve the right to conduct new price negotiations or to withdraw from the contract in the case of course changes of more than +/- 2% with regard to the quantity not yet delivered.

5.5 We are entitled to charge a share of logistics costs.

6. Payment conditions

6.1 Unless other terms of payment have been explicitly agreed in writing, payment has to be made in advance without discount. In our offers you will find the terms of payment proposed by us, but it is only valid if a positive credit check is available - in case of negative credit check we are entitled to insist on payment in advance or to withdraw from the contract.

6.2 In case of payment delay we shall be entitled to charge 10 % interest over and above the prevailing bank interest rate as well as to compensate for the additional damage within the meaning of § 1333 ABGB, whereby this includes in particular reminder/dunning and collection expenses as well as other lawyer's fees that have become necessary for appropriate legal prosecution.

6.3 We are entitled to use incoming payments regardless of any other declarations of dedication, at our discretion for due obligations of all kinds, for example also for reminder/dunning fees or interest.

6.4 In the case of non-compliance with the payment terms or circumstances that are likely to affect the customer's credit rating, the immediate due date of all of our outstanding claims is agreed. We are also entitled to make outstanding deliveries only against advance payment or to withdraw from the contract or to claim damages for non-performance.

6.5 The customer is not entitled to withhold payments due to warranty claims or other counterclaims not approved by us.

6.6 If the customer is behind schedule with an agreed payment or other service (including delay in acceptance), we can either insist on the performance of the contract and - defer the fulfillment of our own obligation until the arrears of payments or other services are effected; - take a reasonable extension of the delivery times; - make all of our outstanding claims due; - from the due date, default interest in a change of § 1333 (2) ABGB in the amount of 10% p.a. offset against the base rate for overdrafts or declare withdrawal from the contract with a reasonable grace period.

7. Warranty and liability

7.1 The delivery has to be checked for defects immediately upon delivery to the customer, his messenger or carrier, with diligence, in particular in accordance with §§377 ff UGB, and with any other exclusion of any claims on the receipt, delivery note or consignment note to be noted in detail/written. If an immediate check is not possible at the time of handover, this fact must be noted on the receipt, delivery note or consignment note otherwise all claims are excluded. An examination has to take place within 6 days and a possible defect has to be reported in detail within three days. Likewise, hidden defects must be reported in writing immediately, but at the latest within three days of their discovery. If a notice of defects is not raised or not made in time, the goods are deemed to have been properly approved and customer claims are excluded.

7.2 We never accept complaints about material that has already been processed.

7.3 The warranty period for all goods - including items that are firmly connected to a building or floor - is six months, unless special warranty periods have been explicitly agreed in writing for individual delivery items. The warranty period begins with the transfer of risk as agreed in these terms and conditions.

7.4 We fulfill the customer's justified warranty claims if there is a recoverable defect of our choice either by exchange, repair or price reduction. If the rectification or replacement delivery fails, the customer can request the cancellation of the contract (change). The right to demand a reduction in remuneration is excluded for entrepreneurs. The guarantee according to § 933 b ABGB is also explicitly excluded.

7.5 If the goods or parts of it are sent back for repair or replacement - regardless of whose order - the customer assumes the costs and risks of transportation. The return, but also the re-sending of the repaired or replaced goods or parts of it, to the customer is at the customer's expense and risk. For warranty work in the customer's company, the necessary auxiliary staff, technically required equipment or specialists are to be provided free of charge. Replaced parts become our property.

7.6 The burden of proof for the defectiveness of the goods lies with the customer. § 924 ABGB is explicitly excluded. We are entitled to have the existence of defects proven by official certificates or expert opinions. The customer waives all damages unless he proves that we are grossly negligent or willful. In any case, the amount of compensation is limited to the amount for which we can obtain insurance cover.

7.7 The precondition for our liability is the punctual fulfillment of all obligations assumed by the customer, in particular the obligation to pay.

7.8 The customer is obliged to observe all the instructions for use, operation or assembly that are handed over and to obtain our statement in the case of any questions. If changes or repairs are carried out by the customer himself or by third parties not explicitly authorized by us, all warranty or damage claims expire. Liability is completely excluded for defects or damage that can be attributed to non-observance of the information given or failure to obtain our opinion.

7.9 Our product liability presupposes that the customer carefully observes all of the information we have given about the treatment of the goods and that the goods are used only for the purpose explicitly stated and expected by us. Our product liability for property damage is excluded, unless a consumer suffers it; furthermore, any product liability derived from us from other provisions; Any recourse against us in connection with liability obligations of our customers is also excluded, so far as this is legally permissible. The customer undertakes to agree the same conditions and disclaimers with any other purchaser of the goods in the event of a resale or installation or processing and, in the event of a violation of this obligation to take over, assumes complete harm and complaint to us in respect of all the disadvantages and costs that arise - and to keep it without execution.

8. Retention of title

8.1 All goods are delivered by us with retention of title and remain our property until all claims from our business relationship have been paid fully.

8.2 The assertion of the retention of title is only a withdrawal from the contract if this is explicitly declared.

8.3 The customer is entitled to sell the reserved goods in the ordinary course of business, as long as he meets his obligations from the business relationship with us in good time and properly. However, he may neither pledge the goods nor assign them as security. He is also obliged to secure our rights in the amount of our purchase price claim if the reserved goods are resold.

8.4 Should any unpaid goods be used for processing, mixing or compounding with other materials, we acquire co-ownership in the resulting products in proportion of the value of our goods to the value of the other materials. As security all claims resulting from the sale of goods in which we possess ownership or part-ownership rights are to be transferred to us.

8.5 If goods subject to retention of title are sold by the customer, the customer hereby assigns to us the claims arising from the resale in the amount of the invoice value of the goods subject to retention of title with all ancillary rights and priority over the rest; Third party compensation payments, in particular from insurance companies, relating to the reserved goods are also assigned to us; we accept these assignments. The client is obliged to make the corresponding comments on the retention of title, which also take into account the publicity, as well as the assignment agreements in the business books, delivery notes, invoices etc. visible to the customer. On request, the customer has to name his customers and inform them of the assignment in good time.

8.6 In the case of payment arrears or a substantial deterioration in the financial position of our customer, we are entitled to demand the return of the goods subject to retention of title and to enter our customer's business premises and storage facilities, even without exercising the right of withdrawal and without setting a grace period. The customer is obliged to grant or tolerate us access in this regard. We are entitled to resell the returned goods in the ordinary course of business and to offset our costs against the proceeds. When taking back goods, we are entitled to offset transport and manipulation expenses incurred. In the case of third-party access to the goods subject to retention of title - in particular through attachments - the customer undertakes to point out our ownership and to inform us immediately.

8.7 The customer bears the full risk for the goods subject to retention of title, in particular for the risk of destruction, loss or deterioration. The retention of title remains in force even if individual claims are included in a current

invoice and the balance is drawn and recognized. We are entitled to the retention of title for any balance. Deliveries made for a specific construction project, even if they are ordered, delivered and offset in sections, are deemed to be a uniform order and the retention of title extends to all goods delivered in connection with this order.

8.8 We already release fully paid deliveries if the security existing through the retention of title exceeds the claim to be secured by 20%. However, we are entitled to the selection of the securities to be released.

9. Special regulations

Plans, sketches, drafts and other technical documents as well as samples, catalogs, brochures, images and similar things always remain the intellectual property of our company. Any use, duplication, distribution, publication and demonstration may only take place with our explicit written agreement earlier on.

10. Place of jurisdiction, applicable law

The place of performance and place of jurisdiction is explicitly the agreed upon factually and locally competent court at the headquarters of CHEMstone GmbH and this also applies in particular to check and exchange disputes. For legal disputes, Austrian law applies exclusively, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. However, we reserve the right, at our discretion, to bring the customer to the legal jurisdiction of his company headquarters or that of the place of performance.

11. Severability clause

If individual provisions of these conditions or the delivery transaction are or become ineffective, the effectiveness of the remaining provisions is not affected. An ineffective regulation is considered to be replaced by a regulation that comes as close as possible to the economic purpose of the ineffective regulation and is effective.

St. Jakob in Haus, 01.05.2020