

**Article 1: General**

These General Conditions of Sale and Delivery apply to all contracts with companies, public legal entities, shall be an integral part of the contract of purchase. Conflicting or deviating conditions of purchase or other reservations made by the Buyer shall not be effective unless the Seller has expressly accepted them in writing for a particular order.

**Article 2: Formation of the contract**

Quotations made by Seller are not binding unless explicitly stated otherwise. The agreement ("sales agreement") between Seller and Purchaser, shall be formed by Seller's written acknowledgment of Purchaser's order.

**Article 3: Offers, Orders**

3.1 The Seller's offers shall not be binding with respect to price, quantity, delivery time and availability

3.2 The Buyer's orders shall become binding on the Seller upon receipt by the Buyer of the Seller's written order acknowledgment (or invoice or delivery note).

**Article 4: Remuneration**

4.1 The prices invoiced shall be the Seller's prices effective at the time of delivery.

4.2 Should the Seller, in the interval between conclusion of the contract and delivery, effect a general price increase, the Buyer shall have the right to withdraw from the contract within two weeks of having been informed thereof, unless the price increase is exclusively due to an increase in freight rates. The right of withdrawal shall not apply to long-term supply contracts (contracts for the performance of a continuing obligation).

4.3 Where payment has been agreed in a currency other than euros (EUR), the Seller reserves the right to reduce or increase the amount originally agreed so that, when translated into euros, the sum invoiced is equivalent to the euro value resulting from translation of the amount originally agreed at the time the contract was concluded.

4.4 The weight of the goods on which the invoiced amount is to be calculated shall be ascertained in the dispatch department of the Seller's plant from which the goods are supplied unless the Buyer wishes them to be weighed, at his expense, by the railway authorities at the station of dispatch.

**Article 5: Payment**

5.1 The price payment terms stated on the invoice to a bank account designated by Seller. If Purchaser fails to pay any amount when due, then Seller will in addition to any other remedies available be entitled to: shall be paid in accord a) default interest of two percent (2%) per commenced month on the amount outstanding; b) compensation from Purchaser of all costs incurred in order to obtain payment of the amount due; c) suspension of its performance until payment of all outstanding debts has been received.

5.2 Amounts paid by Purchaser shall be credited by Seller against the debt's receivable by Seller from Purchaser (including those pursuant to Section 5.1) in the chronological order of the due dates of the debts.

5.3 Payment of the Price is strictly cash in which event payment of the Price is due 30 days following the date of invoice.

**Article 6: Delivery**

6.1 Unless otherwise stated herein delivery terms shall be interpreted in accordance with the INCOTERMS latest published by the International Chamber of Commerce.

6.2 Quantities are stated with a tolerance of  $\pm 0,5\%$ . The quantities stated in shipping documents such as weight certificates, bills of lading, sea-way bills, liner-way bills, and freight receipts, shall be deemed correct unless proven to be incorrect.

6.3 Any given delivery time shall be deemed approximate unless explicitly confirmed by Seller.

6.4 Reusable packaging material shall be returned to Seller promptly after unloading of the products, freight prepaid, failing which Seller shall be entitled to charge Purchaser a lease fee according to Seller's standard charge.

6.5 If Purchaser's shipping instructions are delayed or provide for later delivery than specified in the sales agreement, delivery shall be deemed completed and Seller will store the products for Purchaser at Purchaser's expense.

6.6 To the extent possible, the quantity ordered by the Buyer shall be provided. Any difference in quantity resulting from the delivery note or the invoice shall be notified to the Seller in writing, albeit not later than five (5) working days after receipt of the commodities.

**Article 7: Shipment**

7.1 The Seller reserves the right to choose the route and the mode of transport. Any additional costs resulting from special shipping requests made by the Buyer shall be borne by the Buyer. Unless prepaid freight

has been agreed, the Buyer shall also bear any increases in freight rates which become effective after the contract has been concluded, any additional costs resulting from re-routing a consignment, storage expenses, etc.

7.2 The risk of destruction, loss, or damage shall pass to the Buyer upon dispatch of the goods or, if they are collected by the Buyer, at the time they are placed at the Buyer's disposal. The Seller reserves the right to choose the route and the mode of transport.

**Article 8: Force Majeure**

Non-performance of a party is excused, and that party is relieved from any liability if the non-performance was caused by an impediment beyond the party's reasonable control. Such impediments include war, extensive military mobilization, acts of terrorism or sabotage, the act of authority, natural disasters, epidemics, explosions, fire, labor disturbance, break-down of transport telecommunication, electric current, destruction of the machine, equipment, or factory, and any kind of installation. A party invoking this clause shall take reasonable actions to limit the effects of the impediment.

**Article 9: Containers, Detention and Demurrage**

If shipment requires the use of returnable containers or tote bins, title to such containers and tote bins shall remain in Seller, and a deposit in an amount required by

Seller shall be made by the Buyer at the time the shipment is ordered. Such containers and tote bins shall be returned in good condition within 60 days from the date of shipment, and freight charges collect. Upon such return, the Seller shall refund the deposit. Buyer shall unload and release Seller's railcars within the period of time provided in Seller's then applicable railcar detention policy, as the same may be amended from time to time, or pay any detention fees imposed by such policy for any period of time thereafter, which fees will be invoiced to Buyer accordingly. Any demurrage or detention fees charged by a carrier on its delivery vehicles, machines, or equipment shall be paid by Buyer.

**Article 10: Disclaimer**

Seller warrants that at the time and place of delivery, all Products sold hereunder shall conform to the written specifications if any, provided to Buyer by Seller in an Exhibit attached to this Agreement. Seller makes no other warranty of any kind, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, non-infringement of any intellectual property right of any third party, or warranties as to quality or correspondence with prior description or sample, and Buyer assumes all risk and liability whatsoever resulting from the use of such materials, whether used singly or in combination with other substances. The buyer shall examine and test the Products upon receipt. Before Products are used and within 5 days from receipt of the shipment, Buyer shall notify Seller in writing of any claims on account of quality, loss, damage, or otherwise. Failure to so notify Seller shall constitute a waiver by Buyer of all claims with respect to such Products.

**Article 11: Trademarks**

Neither party shall use the trademarks of the other without the other party's prior written approval. No license or right to use the other party's trademarks is implied or granted.

**Article 12: Technical Information**

If Seller furnishes technical or other information or advice to Buyer, whether or not at Buyer's request, Seller shall not be liable for, and Buyer assumes all risks related to, such information or advice and the results thereof.

**Article 13: Packing Disposable packaging**

Unless otherwise agreed, all packing is included in the sales price Packing supplied by the Buyer: In the event of agreement from DOSAS to allow the Buyer the possibility of providing his own packaging, the latter is then solely responsible for the choice and quality of the packing and its compliance with the regulations in effect for packaging intended for use with the products.

**Article 14: Transfer of Title**

14.1 The title to the products delivered shall remain vested in the Seller until the price has been paid in full. During the period the title is retained by Seller, Purchaser shall hold the products in trust for Seller. If Purchaser fails to pay the purchase price of the products in accordance with the payment terms stated on the invoice, Seller shall have the right to repossess the products, without any prior notice being required.

14.2 Notwithstanding Section 14.1 Purchaser shall be entitled to use the products as an intermediate in its normal course of production before the price has been paid in full and the reservation of title will apply to the portion of the products which is intact from the time to time.

**Article 15: Price**

15.1 The price is exclusive of VAT and any applicable VAT will be charged in addition to the price.

15.2 The price is based on the exchange rates as well as the duties, taxes, and other public charges applicable at the time of the formation of the sales agreement.

In case of any change in the relevant exchange rates, or in the applicable duties, taxes, or public charges after the date of formation of the sales agreement, the Seller shall have the right to adjust the price accordingly.

15.3 In case of an increase in the prices of energy, raw materials, or other resources necessary for the manufacture of the product occurring prior to the agreed date of delivery, Seller shall have the right to increase the price of the product ordered in proportion thereto by giving written notice to Buyer provided that Buyer shall have the right to cancel the sales agreement within seven days of following receipt of such notice.

**Article 16: Headings**

The headings used herein are for convenience only and shall not be used to interpret this Agreement.