

# General Conditions of Sale

## I. GENERAL

1. Unless otherwise agreed in writing by Seller any offers, orders and sales by Seller of Products are based on these General Conditions of Sales and shall apply to any Contract. Buyer's terms and conditions are hereby expressly rejected.

2. In these General Conditions of Sale the „Seller“ shall be LUCOBIT AG, the „Buyer“ shall be the person or company by whom an order for the purchase of Products is placed or with whom a Contract is made; the „Products“ shall be all or part of materials supplied or to be supplied by Seller; „Contract“ shall be any contract between Seller and Buyer with respect to the Products.

## II. PRICE

1. Seller has the right to set and vary at any time the prices at which it offers the Products for sale.

2. Subject to the other conditions set herein, and unless otherwise agreed in Seller's acceptance of an order of Buyer, the Products or any part thereof will be invoiced at the price applied by Seller on the day that they are dispatched by Seller or collected by Buyer, or available for dispatch or collection, irrespective of the date of the order and the date of actual delivery.

3. The prices of the Products are specified excluding Value Added Tax (VAT), excise duties and any other tax or duty which shall be for the account of Buyer. Buyer shall pay VAT to Seller in addition to the price of the Products, unless an exemption from VAT, reverse charge or zero percent VAT rate or reverse charge and Buyer shall provide Seller for this purpose with all required information latest within 3 weeks as of the invoice date for the relevant delivery. If Buyer fails to provide Seller with such information in time, Seller shall be entitled to cancel the invoice for such delivery and issue a new invoice with VAT.

In case

(i) the delivery between Seller and Buyer takes place in the country where the Products are dispatched for transport „Country of Dispatch“ and

(ii) Buyer has requested a zero percent VAT rate to be applied and intends to sell the Products to a third party, Buyer shall prior to delivery inform Seller whether or not the delivery between Buyer and the third party takes place in the Country of Dispatch. If Seller is involved in a dispute regarding the VAT or excise treatment of deliveries to Buyer, Buyer shall provide timely all reasonable information required by Seller in connection with such a dispute.

## III. ORDERS AND DELIVERIES

1. Orders issued by Buyer shall become binding only upon written acceptance of the order by Seller, or upon the delivery of the Products, whichever is earlier. No order changes issued by Buyer shall be binding unless approved by Seller.

2. Seller may deliver a reasonable excess of deficiency of the weight or volume of the Products ordered by Buyer. Buyer shall pay for the amount actually delivered. Within the bounds of reasonableness, Seller is allowed to make partial deliveries.

3. Delivery terms and conditions agreed upon between Seller and Buyer shall be interpreted on the basis of Incoterms latest edition.

4. Any delivery date indicated by Seller shall be deemed as an approximate estimate. Seller shall inform Buyer, if the expected delivery date is delayed. In case Buyer does not agree with the new expected delivery date, Buyer shall be entitled to cancel the order as the exclusive remedy for the non-performance of the Contract by Seller.

5. Seller reserves the right to charge storage and other additional costs incurred by Seller from the due delivery date, if delivery is delayed Buyer for any reason whatsoever.

6. Where delivery is effected in rail tank wagons or containers on trucks, Buyer undertakes to hand them to the railway company or other relevant carrier for return in good condition not more than one business day from the time of arrival, failing which Buyer shall pay Seller the price of rental at Seller's standard rate.

7. Without undue delay upon receipt of the Products, Buyer shall (i) verify that all markings and descriptions on containers and packages are in accordance with those specified by Buyer on its order and by Seller in the relevant order confirmation or acceptance and (ii) buyer shall fully inspect the Products.

8. Buyer acknowledges that it is familiar with the Products and has been adequately warned by Seller of the risks associated with handling, transporting, using, storing and disposing of the Product, including, without limitation, those set forth in Seller's Safety Data Sheet for the Products, „SDS“. Buyer further acknowledges its separate and independent knowledge of such risks, which are known Buyer's industry. Buyer affirms it has received and understands the contents of said SDS. Buyer will maintain compliance with all appropriate safe hand-

ling and use procedures, and all safety and health-related governmental requirements concerning the Products, and will take reasonable steps to inform its employees, agents, contractors, customers and other relevant third parties of proper use and handling requirements and of any risks associated with the Products. Such steps include, but are not limited to, dissemination of pertinent information contained in the SDS, as appropriate. Buyer will not deliver or consign Products to any party whom Buyer reasonably believes will handle, transport, use, store or dispose of said Products in a dangerous manner or contrary to law or the advice of Seller. Buyer hereby agrees that Seller will have the right to immediately cease delivery of Products to Buyer, if Buyer fails to take necessary action, within a commercially reasonable time, to prevent or mitigate imminent endangerment to human health, safety, or the environment with regards to Buyer, or Buyer's representatives or agents storing, handling and usage of the Products.

## IV. FORCE MAJEURE

To the extent, any incident or circumstances beyond Seller's control (including natural occurrences war, strikes, lock-outs, labour disturbances, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), reduces the availability of Products from the plant(s) from which Seller receive the Products such that Seller cannot fulfil its obligations under the Contract (taking into account on a pro rata basis other delivery obligations), Seller shall (i) be relieved from its obligations under the Contract and (ii) have no obligation to procure Products from other sources. If Seller's supply of Products should be limited as a result of any such cause, Seller shall have the right to first satisfy its own needs and the needs of the other companies of the group of Seller and thereafter to distribute any available Products among its customers in such manner as Seller may reasonably determine. If the delay resulting from any such cause shall continue for more than thirty (30) days, either party shall be entitled, on written notice to the other party, to terminate the Contract with respect to Products undelivered at the time of termination.

## V. PAYMENT

1. If no other arrangements have been made, the buyer shall pay the price for all products supplied by the seller without right to set-off or deduction immediately upon receipt of the invoice or the agreed/ specified date to be the date of shipment.

2. Seller's acceptance of partial payments of an invoice purported by Buyer to be in full shall not prejudice Seller's right to pursue the full payment of such invoice. In the event of late payment, Buyer shall be liable automatically and without any further action on formality being required, for the default statutory interest rate in force under the applicable law for commercial transactions between companies, from the due date until the date of payment.

3. Should the buyer not pay his invoices in time and the correct amount or should an insolvency, bankruptcy, or other procedures to the Liquidation of the assets of the buyer (or an appropriate procedure requested by the buyer or a third party in another legal system) be or run against the buyer, the seller is, in addition to its other rights, entitled to recall goods during transport, to suspend the delivery of goods, adopted orders to withdraw, or suspend the acceptance of further orders.

4. If Buyer fails to pay Seller in accordance with the Contract, or if, in the reasonable opinion of Seller, the financial position of Buyer is impaired or unsatisfactory. Seller may, at its option and without prejudice to its other rights and remedies, (i) terminate the Contract with immediate effect by written notice to Buyer without any further action or formality being required, (ii) suspend or cancel deliveries until all indebtedness is paid in full, and/or (iii) deliver the Buyer on a cash in advance basis only.

5. Any order and any delivery is subject to confirmation to the General creditworthiness of the buyer, as well as its individual Lines of credit, which the seller at its proper discretion for sets the particular buyer. If at any time the buyer places an order alone or in combination with the outstanding payment, exceeding the credit line of the purchaser, the seller is entitled at his discretion for the duration crossing the line of credit without prior notification of the buyer to suspend the concerned delivery or partial delivery and/or of the relevant orders (including orders already accepted) to withdraw.

6. Seller reserves the right to off-set any debt due from Buyer or any associated or subsidiary company of Buyer to Seller or to any associated or subsidiary company of Seller against any amount due to Buyer or any associated or subsidiary company of Buyer.

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## VI. PASSING OF PROPERTY

1. The Products shall remain the property of Seller until the price has been paid in full.  
2. In the event of late payments by Buyer, Seller is entitled to repossess the Products owned by Seller at Buyer's expense.  
3. For deliveries of Products to Buyer or Buyer's affiliates located in Germany the following provisions shall additionally apply:  
Should Products delivered by Seller be processed by Buyer, Seller acquires co-ownership of the new item in proportion to the value of the Products to the value of the other materials used. If Products owned by Seller are processed or irreversibly mixed with an item belonging to Buyer and this is the main item, then Seller acquires co-ownership of the new item in proportion to the value of the Seller's item to the value of the main item. In such cases Buyer shall be the custodian. Buyer hereby assigns his property rights (if applicable, to the value of Seller's co-ownership of the items sold) to provide security. On demand of Seller, Buyer has to provide all necessary information on the stock level of items owned by Seller, the relevant claims assigned to Seller and to inform his customers about the assignment. If the value of securities exceeds the claims Seller has against Buyer by more than 10 per cent, Seller shall release securities to this extent on request of Buyer.

## VII. WARRANTY AND LIMITATION OF LIABILITY

1. Seller warrants that the Products shall comply with Seller's product specifications for the Products in question as applicable at the time of dispatch of the Products, unless otherwise agreed in writing. For avoidance of doubt, properties relating to the Products that may be contained in product data sheets or equivalent documents do not constitute product specifications and are only intended for description purposes. Notwithstanding the foregoing, where Product is identified as developmental, sample, pilot, or test lot, or is sold after Seller has identified it as scrap, non-specification, off-specification, or the like, it is given or sold to the Buyer, "as is", at Buyer's own risk, with no warranty whatsoever. The warranty is valid for a period of twelve (12) months after the delivery of the Products.  
2. All other warranties or conditions as to quality, description or performance of the Products, statutory or otherwise, are excluded except insofar as such exclusion is not permitted by law. Warranties on merchantability, satisfactory quality, and fitness for purpose are hereby explicitly excluded even when a purpose is known. No such warranties are to be implied from the name or description under which the Products are sold or from any device or recommendations given by Seller, its employees or agents, or those of its affiliates.  
3. Any complaints or claims of Buyer including, but not limited to, the quality of the products shall be reported to Seller in writing within thirty (30) days after Buyer becomes aware or should have been aware of the reasons for the claims.  
4. Subject to the other terms of these General Conditions of Sale and save in respect of liability which may not be limited under the law, Seller's and any of Seller's affiliates total liability for any claim arising out of or in connection with the Contract shall not exceed the sales price of the Products concerned. Seller will not be liable for any indirect, incidental, special, consequential, or punitive cost, expense loss or damage including but not limited to loss of production, loss of use, loss from business interruption, loss of profit, loss of business, loss of goodwill or reputation, or wasted expenditure.

5. Any technical advice, assistance, testing or reports furnished by Seller or any of its employees, agents or affiliates to Buyer with respect to (i) the selection or use of the Products delivered to Buyer or (ii) the storing, handling or usage of Product ("Technical Assistance") shall be given and accepted at Buyer's sole risk. Seller shall have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. Buyer shall indemnify Seller from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions with regard to any action relating to the preparation and delivery of the Technical Assistance.  
6. The limitation of liability and indemnity contained herein shall apply for the benefit of any employees, agents and other representatives of Seller.

## VIII. COMPLIANCE

Buyer agrees to comply fully with all applicable laws, ordinances and regulations, including but not limited to, anti-bribery, export control, economic sanctions laws, and all hazardous materials transportation and hazardous communication standards for the safe labeling, handling and use of the Product. In the event that the Contract should at any time be in conflict with any legal requirements, the either Party will have the right to terminate the Contract by notice to the other Party,

## IX. MISCELLANEOUS

1. In connection with the performance of any Contract, Seller is entitled to transfer personal information (such as names, addresses and email addresses) of Buyer, Buyer's employees, agents and other representatives to its affiliate LUCOBIT AG for processing and/or archiving purposes, which fully complies with applicable (data protection) laws and US-EU Safe Harbor Framework.  
2. Buyer shall treat the Contract and any related business information provided by Seller confidential. Buyer will not use the trademarks of Seller without Seller's prior explicit written approval.  
3. Seller shall have the right to assign, sell, or otherwise transfer at its sole discretion any Contract and all receivables, claims, related rights and security under, or relating to, any Contract to any third party. Buyer shall not be entitled to assign any Contract, or otherwise transfer any rights or obligations under any Contract to any third party.  
4. No qualification, variation of, addition to, or deletion from these General Conditions of Sale and/or any Contract shall be effective unless expressly agreed in writing.

## X. APPLICABLE LAW AND JURISDICTION

The Contract shall be construed and governed in all respects by German law, excluding the United Nations Convention on Contracts for the International Sales of Goods (1980). Any dispute arising in connection with the Contract shall be exclusively submitted to the competent court in Cologne, Germany.

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