

GENERAL TERMS AND CONDITIONS ATACHEM GMBH

The following General Terms and Conditions apply to all offers and contracts for the sale of goods and for the provision of services by AtaChem GmbH, Feldkirchner Straße 4, 8054 Graz, registered in the Commercial register LG Graz with No. 180474 d (hereinafter referred to as the „AtaChem“). Any general terms and conditions of AtaChem's Customer do not apply to offers, orders and supply contracts. In the event of contradictions between the present General Terms and Conditions and Special Terms and conditions in a confirmed order or a supply contract concluded between the parties, the terms and conditions of the order or the purchase contract, as far as deviating, shall prevail.

I. Offers

1. Offers from AtaChem that do not contain an acceptance period expire within 30 (thirty) days from the date of the offer ("Validity Period") and can also be revoked by AtaChem at any time, unless AtaChem receives a written confirmation of the acceptance of all essential points of the offer by the Customer before the expiry of the Validity Period.
2. AtaChem reserves the right to make changes to the specifications of the products, prices, shipping costs, delivery period and payment modalities before the Customer accepts the offer.

II. Price, shipping, packaging and scope of delivery

1. All prices are exclusive of all applicable taxes, duties and fees (excl. VAT).
2. AtaChem selects the type of packaging and the shipping method for the items to be delivered. If the Customer wishes a delivery to other than the aforementioned shipping conditions, the possibly higher costs for this are to be borne by the Customer. In any case, the delivery is at the risk and expense of the Customer.
3. The Customer shall take care of the disposal of the packaging, unless AtaChem reclaims it.
4. Any additional documents, products or services requested by the Customer, which were not mentioned in the order, are associated with additional costs for the Customer.

III. Delivery period and force majeure

1. Compliance with the agreed delivery period presupposes the fulfillment of the Customer's contractual obligations.
2. Agreed delivery period and/or the fulfillment of AtaChem's agreed obligations under a supply contract shall be extended and/or suspended appropriately if force majeure events prevent timely delivery and/or fulfillment.

A "Force majeure event" is understood to mean all events and circumstances that are outside the sphere of influence of AtaChem, such as – but not exclusively – outbreaks of wars, blockades, revolution, riot, uprising, civil unrest, sabotage, lightning, fire, earthquake, storm, flood, explosions, strike or other labor unrest, epidemics or pandemics, unavailability, or impossibility of obtaining or making available the necessary materials or services, including economic impracticability due to price fluctuations and any other cause over which AtaChem has no significant influence.

IV. Payment, due date, default

1. The payment shall be made at the latest on the agreed due date (arriving on the account of AtaChem). If no due date is specified in the confirmed order or in the offer, a payment period of 14 (fourteen) days from the order has been agreed.
2. Any bank or transfer fees incurred for payment shall be borne by the Customer. Any additional costs and fees shall be invoiced separately by AtaChem if they are not automatically covered by the Customer.
3. The amount that is transferred to the bank account of AtaChem consists of the agreed

price including VAT and any additional fees. Any deviation will be considered as default of payment by the Customer.

4. Up to 7 (seven) days before the respective delivery date, AtaChem may require the Customer to make a down payment, an irrevocable and confirmed letter of credit, a bank guarantee or a surety as security for the payment.
5. The delay in payment shall commence on the day following the expiry date. From this point on, AtaChem is entitled to charge late payment interest of 15% per annum on the agreed price including VAT and all additional fees. In addition, AtaChem is entitled to charge reminder fees in the event of late payment. AtaChem reserves the right to demand compensation for further damages arising from tort and contractual liability.
6. In the event of a partial or installment payment agreement, it is agreed that the remaining amount will be due immediately in the event of default.
7. In the event of late payment, AtaChem is entitled to discontinue further deliveries of products and the provision of services until full payment of the remaining order, late payment interest and reminder fees, even if the Customer has made a down payment. In this case, AtaChem is not liable for any (in)direct damages to the Customer.
8. The withholding or offsetting of payments with regards to (alleged) counterclaims or offsetting rights of the Customer that have not been recognized in writing by AtaChem or have not been established legally binding by a competent court.

V. Cancellation

1. The cancellation of orders and the refusal to accept deliveries by the Customer are only permitted on the condition that the Customer shall pay all expenses already incurred and an amount of 50% of the total cancelled order volume as compensation.
2. In particular, AtaChem is entitled to reclaim the following amounts from the Customer:
 - (i) the (pro rata) sales price for work already completed;
 - (ii) the (pro rata) costs for running work;
 - (iii) Raw material costs;

- (iv) Costs for work services already provided;
- (v) Overheads and other cancellation costs based on the agreed scope of delivery and services;
- (vi) lost profits;

3. These cancellation costs are due at the time of cancellation or the actual refusal to accept deliveries.

VI. Delivery

1. Unless expressly stated otherwise in the offer, the prices offered by AtaChem shall only include the product price, but not the shipping costs. These represent an independent and separately chargeable item.
2. The products sold are handed over and delivered to a forwarding company as part of the delivery of the products by AtaChem.
3. In the event of delivery delays due to circumstances beyond the control of AtaChem (see Point III. 2.), AtaChem reserves the right to charge reasonable storage and processing fees.
4. The risk, hazard and costs for the products are transferred to the Customer upon handover to the forwarding company.

VII. Confidentiality

The Customer is obliged to treat expressly protected information or other information that is usually considered confidential, as well as information that he receives from AtaChem and/or its representatives and/or subsidiaries or affiliated companies, as confidential. The confidentiality applies regardless of whether AtaChem is currently supplying products or services to the Customer (or not).

VIII. Commitment

1. AtaChem warrants that the delivered products comply with the product characteristics published by AtaChem.
2. The Customer can assert claims against AtaChem for a period of 3 (three) months from the date of sale of the product in question. This is subject to the condition that the product has been stored and used in accordance with the regulations, as well as

treated in accordance with all manufacturer instructions.

AtaChem receives/retains sole ownership of these subsequent products.

IX. Liability

1. AtaChem is generally liable for "defects" in its products for a period of 30 (thirty) days from the date of handover to the Customer. For the purposes of this Agreement, a "defect" means that the products sold do not meet product specification(s), including the storage life. The Customer must provide proof that this defect already existed at the time of the transfer of the goods from AtaChem to the Customer. In the event of a defect, AtaChem is entitled, at its own discretion, to make a replacement delivery to remedy the defect by way of subsequent fulfillment.
2. However, the above liability does not give rise to any consequential liability for any consequential damages such as interruption of production, replacement, lost profits or similar.
3. After delivery of the products from AtaChem, the Customer assumes all risks and liabilities with regards to the handling and use of the products. After delivery of the products, the Customer shall indemnify and hold AtaChem harmless with regards to all claims, damages and other claims that were not caused by intent or gross negligence on the part of AtaChem. In particular, AtaChem is not liable for bodily injuries, disability or the death of employees of the Customer and/or third parties, for whatever reason.

X. Retention of title

1. AtaChem is the owner of all delivered products until full payment by the Customer and is entitled to withdraw from the contract if the Customer is in default with payment.
2. The Customer shall store the delivered products with the necessary care until full payment has been made and may only process the products with a prior written declaration of consent, supply them to production or add/mix AtaChem's products with any other product(s).
3. If the Customer already processes the delivered products before full payment,

XI. Limitation of claims

All claims of the Customer, regardless of the legal basis, shall in any case become statute-barred within 1 (one) year from the dispatch of the products.

XII. Early termination

1. If the Customer fails to fulfil a material obligation arising from a supply contract intentionally, through negligence or in any other way, it constitutes a breach of contract. A breach of contract will be reported by AtaChem in writing. The breach of contract must be remedied by the Customer within 14 days of AtaChem's written notification. After expiry of the 14-day period, without the breach of contract being fully cured, AtaChem is entitled to terminate the supply contract immediately at any time by additional written notification. In the event of late payment of invoices in accordance with Paragraph V of these GTC by the Customer, no additional deadline is required by AtaChem before termination of the contract.
2. In the event that the Customer experiences insolvency, dissolution, modification, merger, takeover, a transaction procedure that impairs the Customer's operations, or a business abandonment for any reason and/or reorganization whereby a third party becomes part of the Customer's company, AtaChem may, at its own discretion, terminate the supply contract in writing without notice, demand immediate payment of all open invoices or the provision of substantial collateral.

XIII. Place of performance, place of jurisdiction and applicable law

1. Austrian law shall apply exclusively to the business relationships. The application of the UN Convention on the International Sale of Goods (1980), as well as any other provisions of private international law, is excluded. The place of performance and exclusive place of jurisdiction for all deliveries are the competent courts in Graz, Austria.

2. AtaChem is entitled, at its discretion, to assert its own claims at the customer's place of jurisdiction. The Customer is not permitted to file a counterclaim in courts other than the court to which the original claim was filed, nor is the Customer permitted to assert his own claim in courts other than the court first called.