

GENERAL TERMS AND CONDITIONS OF SALE FOR PREFERE RESINS HOLDING GMBH AND ITS SUBSIDIARIES

These General Terms and Conditions of Sale ("Sales Terms"), supersedes previous Sales Terms by Prefere Resins Holding GmbH or its subsidiaries. The Sales Terms apply to all offers and contracts for the supply of products and related services ("Products") from Prefere Resins Holding GmbH and its subsidiaries ("Seller") to any legal or natural person ("Buyer"). In case of inconsistencies between these Sales Terms and such written agreements between the Seller and the Buyer whereby the Products are sold, the agreement shall prevail.

1 Conclusion of contract – offers and orders

- 1.1 Offers are made on the basis of these Sales Terms and are not binding except when expressly stated in writing.
- 1.2 When an order is placed, Buyer is deemed to have accepted these Sales Terms. No valid contract will exist until Seller has either confirmed the order, or delivered the Products.
- 1.3 All orders for Products shall be in compliance with Seller's technical specifications for such Products at the time of the order, unless otherwise explicitly agreed in writing.
- 1.4 If a contract is concluded providing for successive deliveries, each delivery shall be regarded as an independent transaction. Faults and deficiencies in an individual delivery will not entitle Buyer to cancel the entire contract.
- 1.5 Additions or amendments to the Sales Terms shall only be valid if in writing and duly signed by both Seller and Buyer.

2 Prices and payment terms

- 2.1 The price charged by Seller shall be the price stated by Seller in its standard price list at the time the order is accepted by Seller, unless a different price has been agreed with Buyer in writing. All prices are quoted according to the Incoterms 2020 sales clause as stated on the order confirmation or invoice as the case may be, c.f. clause 1.2.
- 2.2 Any changes, including introduction of new public charges, in production related costs including without limitation changes in manufacturing and material costs, transport and fuel costs, exchange rate, customs charges, import and export duties or similar public charges that occur after conclusion of the contract shall entitle Seller to adjust the agreed price with one month's notice.
- 2.3 Payment shall be made to the bank account stated on the invoice. Unless otherwise agreed, Buyer shall effect payment within 14 days after the invoice date. If payment is not received by the due date, Seller shall be entitled to charge statutory interest on overdue payment over the outstanding amount(s) from the due date until full payment is received.
- 2.4 If before or after delivery there is reason to believe that Buyer cannot or will not affect payment when due, Seller may require Buyer to furnish satisfactory security for proper payment. If Buyer fails to do so, Seller may cancel pending deliveries.

3 Terms of delivery and delay

- 3.1 Delivery shall be made according to the Incoterms 2020 sales clause as stated on the order confirmation or invoice as the case may be, c.f. clause 1.2.
- 3.2 Title to and ownership of Products shall pass to Buyer upon receipt by Supplier of all payments due for the Products delivered.
- 3.3 Unless otherwise agreed, delivery or despatch dates indicated by Seller shall only serve as an estimate and shall not be binding for Seller. Additional terms apply when sale is governed by German law (c.f. clause 10), and may also apply in separate contracts.
- 3.4 If Seller finds it impossible to effect delivery at an agreed time, or if Seller considers it probable that delay will occur he shall notify Buyer without undue delay. Whenever possible Seller shall at the same time inform Buyer of when he expects to complete the delivery.
- 3.5 If delay is due to circumstances as mentioned in clause 5 the delivery date shall be postponed for the period necessary under these circumstances.
- 3.6 In the event of material delay, except for material delay pursuant to clause 3.5, Buyer shall be entitled to cancel the contract in respect of any deliveries not yet effected. Buyer must invoke this right by notice to Seller without undue delay.

4 Liability and defects

- 4.1 All information concerning the Products given by Seller in marketing material, publications etc. is of a non-binding nature.
- 4.2 Upon receipt of the Products and before starting to use them, Buyer shall check to ensure that the Products are in accordance with the agreed quantity and technical specifications, c.f. clause 1.3. and shall inform Seller in writing not later than 3 days after the inspection of any defect of the Products supplied.
- 4.3 Should a defect – notwithstanding a proper inspection in accordance with Section 4.2. - be discovered at a later point in time (hidden defect, *verdeckter Mangel*), the Buyer shall inform the Seller in writing of such defect within 3 days after the discovery.

4.4 The Products shall be deemed to be delivered in good and satisfactory condition and in conformity with the specifications in the event a written notice under Section 4.2 and 4.3 is not given at due time. For the observation of the time period under Sections 4.2 and 4.3 the receipt of the notice by the Seller shall be decisive. The aforementioned shall apply to all possible contractual and legal rights and claims, except where the defect has been caused by the Seller with intent.

4.5 If the Products are defective and Seller is liable, Seller shall at his option either reduce the purchase price proportionately, effect the necessary repairs or supplementary delivery or deliver new Products. Seller shall inform Buyer of the method chosen without undue delay. If Seller chooses to effect repair or supplementary delivery or to deliver new goods, Buyer may cancel the contract if such deliveries do not take place within a reasonable time. Any further liability of the Seller shall be excluded, except in the event of wilful misconduct or gross negligence or negligent violation of a material contractual duty or in the event of causing injury to life, body or health.

4.6 To the extent that the Seller's liability is excluded or limited, this also applies to the personal liability of the employees, servants, members of staff, representatives of the Seller and those employed by the Seller in the performance of its obligations.

4.7 Should Buyer's customer hold Seller directly liable for any defect, Seller is entitled to recover any amount(s) paid in full from Buyer.

4.8 The Buyer is obliged to indemnify and hold the Seller harmless against any and all claims of third parties relating to the Products in the event the Buyer has formulated, packaged and/or finished the Product itself in any manner whatsoever.

5 Force majeure

5.1 Seller may terminate, cancel, rescind and/or suspend for any period, and/or reduce the quantities to be supplied under any contract without liability for any resulting loss, injury or damage if the performance of its obligations under the contract is in anyway adversely affected by (a) any act or default on the part of Buyer or any third part, (b) circumstances beyond Seller's control including without limitation war, revolts or riots, confiscation, governmental intervention, strike, lock-out, sit-in, industrial or trade dispute, fire, flood, adverse weather, disease, accident, or shortage of any material, transport, labour, electricity or other supply, or (c) any other cause whatsoever which the Seller could not reasonably have been expected to prevent. Nothing in this paragraph shall relieve the Buyer of its obligations to make payments due or provide security to the Seller.

6 Intellectual Property rights and confidentiality

- 6.1 Buyer may only use the trade names, logos, patents, copyrights, trademarks and/or any other intellectual property rights of Seller if explicitly authorised to do so by Seller and only in strict compliance with any conditions or instructions given by Seller. Seller retains all rights of ownership to any intellectual property used by Buyer.
- 6.2 Buyer is obliged to indemnify and hold Seller harmless against any claims from third parties relating to the alleged infringement of intellectual property rights in the event Buyer has formulated, packed and/or finished the products itself in any manner whatsoever.
- 6.3 Commercial and detailed technical information should be kept confidential, unless agreed in writing. The obligation in this clause survives the expiration of the Sales Terms.

7 Suspension and termination

7.1 In case the Buyer fails to comply with any of its obligations under the agreement(s) within 30 days after having received a written notice of default, which written notice of default is not required in case such failure cannot be remedied, or if a suspension of payment or provisional suspension of payment in respect of the Buyer is applied for or granted, an arrangement is made with the Buyer's creditors, a petition for the Buyer's bankruptcy is filed or the Buyer is declared bankrupt, the Buyer is wound-up or dissolved, the Buyer ceases its operations, control over the Buyer's business is transferred, or if, after the agreement was entered into, the Buyer's circumstances change in such a way that (i) there is good cause to fear that the Buyer will not properly or not timely fulfil its obligations, or (ii) the Seller would not have entered into the agreement at all or not under the same conditions, the Seller shall be entitled to terminate the agreement(s) with the Seller in whole or in part with immediate effect or to suspend the performance of its obligations under the agreement(s), all such without prejudice to any other rights or remedies the Seller may have and without any compensation being due by the Seller.

8 Governing law and dispute resolution

8.1 These Sales Terms shall be governed by and construed in accordance with the law of Germany where the legal entity fulfilling Seller's obligations under these Sales Terms is located ("Seller's Country").

8.2 Disputes arising out of or in connection with these Sales Terms shall be settled by arbitration pursuant to the applicable arbitration act of Seller's Country. The arbitration procedure shall be conducted in English. Seller may, however, enforce claims for payment pursuant to clause 2 before the ordinary courts of Seller's Country.

9 Miscellaneous

- 9.1 Buyer may not assign its rights and obligations to a third party without Seller's prior written consent.
- 9.2 Unless expressly agreed otherwise, all rights of Seller under these Sales Terms shall also be for the benefit of all other companies belonging to the same group of companies as Seller.

10 Compliance

- 10.1 The Parties agree to consummate this Sales Terms and conduct their business in accordance with applicable law of the relevant country or countries of operation. The Parties shall obtain all governmental permits, licenses and consents which are required to operate their business as presently conducted and to consummate Sales terms.
- 10.2 Neither Buyer nor the Seller will grant offer or promise payments to third parties or will demand or accept payments or have payments made by third parties in so far as such action would infringe legal regulations concerning anti-corruption measures. Neither Buyer nor the Seller will grant offer or promise payments to third parties or will demand or accept payments or have payments made by third parties in so far as such action would infringe legal regulations concerning anti-corruption measures.
- 10.3 Commissions and fees paid to subcontracts or similar persons must be at a level appropriate for the services provided. Commissions and fees paid to subcontracts or similar persons must be at a level appropriate for the services provided.
- 10.4 The Buyer and the Seller assure that they are not infringing, and will not infringe, legal regulations when concluding and executing this Sales Terms.

The following clause applies in case German or Austrian law is applicable on the sale of the Products:

11 Retention of Title

- 11.1 To secure all claims which the Seller may have against the Buyer on the basis of present and future business relations, the Seller shall reserve the right of ownership to the goods that have been supplied until all outstanding balances have been settled.
- 11.2 The Seller's ownership rights shall extend to the new item produced by processing goods subject to retention of title. The Buyer shall manufacture the new item for the Seller without being entitled to acquire any property rights to it and shall hold it in safe custody for the Seller. This shall not give grounds for any claims against the Seller. If the goods under the Seller's reserved ownership are processed together with goods from other suppliers who have also extended their ownership rights to the new item, the Seller shall acquire joint ownership of this new item together with the other suppliers, this joint ownership not including the Buyer. This right of joint ownership shall apply to the entire value of the new item (including any added value) as follows:
 - 11.3 a) The Seller shall acquire joint ownership rights in the ratio to the invoice value of the goods supplied and which are under reserved ownership as a proportion of the total invoice value of all goods under reserved ownership forming part of the same manufacturing process.
 - 11.3 b) If there is a remaining part which is not initially affected by any reservation of ownership due to other suppliers not having extended their reservation of ownership to the value added by the Buyer, the Seller's joint ownership share shall be increased by this remaining part. However, if other suppliers have also extended their ownership share to this remaining part, the Seller shall only have a share of this in ratio to the invoice value of the goods under reserved ownership as a part of the total invoice values of the goods of the other suppliers processed with it.
- 11.4 As a security, the Buyer, even at this point, shall assign to the Seller any outstanding receivables from the sale of the goods under reserved ownership and from present and future supplies made by the Seller together with all subsidiary rights in ratio to the Seller's ownership share. If the goods are processed within the framework of a work contract, the wage demands shall, even at this point, be assigned to the Sellers in ratio to the proportional share of the Seller's invoice value for goods under reserved ownership, which formed part of the manufacturing process.
- 11.5 As long as the Buyer duly fulfils his obligations resulting from the business relationship with the Seller, he shall have the right to decide what to do with the goods owned by the Seller in the course of normal business operations and to collect any outstanding debts assigned to the Seller.