

## General Terms and Conditions of Sale for Zeochem Group Companies in the USA, Switzerland, Bosnia and Herzegovina, Singapore and China

### 1. Applicability

- 1.1. The following General Terms and Conditions of Sale apply to all sales activities of all companies of the Zeochem Group (Zeochem LLC, USA; Zeochem AG, Switzerland; Zeochem d.o.o, Bosnia and Herzegovina; Zeochem Pte. Ltd., Singapore; and Jiangsu Alsio Technology Co. Ltd., China, hereinafter referred to as „Zeochem“), as the seller and its customers (hereinafter referred to as the “Buyer”; Zeochem and Buyer together or individually also referred to as the “Parties” or a “Party”).
- 1.2. With the placement of an order Buyer agrees to and accepts the General Terms and Conditions of Sale, save the Parties have agreed otherwise or to the contrary in writing. Buyer’s general terms and conditions of purchase do not apply, even if Zeochem has not expressly disagreed to them.
- 1.3. In the event that the Parties agreed to Incoterms of the International Chamber of Commerce in Paris, the current edition as amended shall apply.

### 2. Placement of order

- 2.1. Orders may be placed by phone, by e-mail, or by letter, and they are binding on Buyer even without signature.
- 2.2. Orders shall only become legally binding on Zeochem once Zeochem has confirmed the order in writing and by order number.

### 3. Prices

- 3.1. Prices do not include value-added tax and/or sales tax or additional duties or taxes, all of which may be invoiced separately as required.
- 3.2. In case of small orders Zeochem reserves the right to surcharge an additional fee.
- 3.3. Shipping charges, freightage and related charges shall be borne by Buyer. Buyer is solely responsible for taxes, custom duties, and other dues of all kind, to read up on them, and to pay them in addition to the prices charged by Zeochem. Zeochem has no obligation to inform Buyer of any duties and taxes which may incur.
- 3.4. All product prices are subject to change, but no product will be shipped at increased price without prior notification.
- 3.5. In case of goods returned, Zeochem reserves the right to charge an additional fee for analytical testing and restocking.

### 4. Delivery, passing of risk

- 4.1. Agreed terms of delivery refer to the shipment date of the goods. Delivery dates are non-binding, and if a deadline is exceeded, Buyer shall set an extension time for acceptable late delivery of the shipment.
- 4.2. Zeochem reserves the right to deliver shipments through any other Zeochem Group company which will be acting as vicarious agent of the selling Zeochem Company.
- 4.3. Zeochem’s liability in case of non-fulfilment or delay shall be limited to the invoice value of the goods in respect of which Zeochem is in default.
- 4.4. Zeochem’s obligation to deliver shall be suspended as long as Buyer is in arrears with payments or other obligations.
- 4.5. Force majeure events of any kind, unforeseeable operational disruptions, shortfalls or failures in delivery on the part of Zeochem’s suppliers, shortages of raw materials, power supplies and/or manpower, strikes, lockouts, problems in procuring means of transport, obstructions to traffic, war political unrest, acts of terrorism, natural disasters and order of higher authority exempt the party concerned from the obligation to deliver or to accept delivery for the duration of the disruption and for any consequential damages arising therefrom, but shall not exempt such party from any financial obligations arising from any goods or services already supplied. If a force majeure event continues for a period exceeding three (3) months either Party may give notice of termination in respect of delivering or accepting the goods affected by the event, to the exclusion of additional claims.
- 4.6. Unless otherwise agreed, the risk passes to Buyer according to the applicable Incoterms. This also applies if Buyer refuses acceptance of the goods.

### 5. Examination and acceptance of goods, defects

- 5.1. Buyer shall immediately examine the goods upon receipt to determine whether the condition and quantity of the goods conform to applicable contractual agreements. Buyer shall notify Zeochem in writing and specify visible defects or non-conforming delivery immediately and no later than within 8 days of receipt of the goods (in case of hidden defects upon detection). The notification must make reference to the name of the product, the lot number, and the invoice number.
- 5.2. If defects or non-conforming delivery are justified and notified in good time Zeochem shall deliver a replacement. In case of unsuccessful replacement delivery Buyer may withdraw from the contract.
- 5.3. Products which are subject of complaint may be returned only with Zeochem’s express consent, and shipping arrangements must be agreed upon in advance.
- 5.4. Zeochem’s liability shall be limited in each case to the value of the goods delivered.

### 6. Warranties and Liability

- 6.1. Zeochem warrants the quality of the products delivered in accordance with the specifications listed on the relevant "Certification of Analysis" (CoA). Zeochem gives no further representations and warranties in respect of the goods supplied. Subject to other written warranties, Zeochem assumes no liability and excludes warranty in respect of fitness for a particular use or applicability to the Buyer's intended purpose.
- 6.2. In respect of direct damage to the goods delivered, Zeochem shall be liable only in case of unlawful intent or gross negligence on its part, and in cases of statutory liability. Any other liability, irrespective of legal basis, shall be excluded.
- 6.3. Zeochem excludes liability for any consequential damage. The discharge of liability extends to auxiliary persons engaged by Zeochem.
- 6.4. Buyer shall be responsible for observing any applicable national or international laws and regulations regarding shipping, delivery, storage, processing of, or trade in certain products.
- 6.5. Zeochem assumes no liability for any possible misprints or errors in catalogues, brochures, publications, or any other printed or electronic media.

## **7. Terms of payment**

- 7.1. Unless otherwise agreed with Zeochem in writing, invoices from Zeochem shall be payable within 30 days from date of invoice without any discount. If Buyer is in default, Zeochem reserves the right to add 0.5% interest per month on arrears (6% annually) or the highest possible rate permitted under the applicable law.
- 7.2. Zeochem does not accept any discount deductions on invoices. Reductions of invoices are subject to Zeochem's express approval. Zeochem may consider reductions either as payment in part or as late payment.
- 7.3. Zeochem reserves the right to change payment terms in case of a new business relationship or for other reasons, and to request an advance payment in part or in full, or to request other security.
- 7.4. If Buyer is in default of payment in spite of late notice, Zeochem shall be entitled to withhold further deliveries to Buyer, and may request the return of the unpaid goods, unused and in the original packaging, and with the reserve of further claims.
- 7.5. Buyer may not setoff own claims against those of Zeochem, unless Zeochem expressly acknowledges the counterclaim, or such has been established as final and absolute. Buyer may withhold a payment only if the counterclaim is based on the same contractual relationship.

## **8. Reservation of title**

- 8.1. Zeochem reserves title to the goods supplied in each case until full payment of the purchase price and any accessory claims.
- 8.2. If Buyer uses goods supplied by Zeochem to create a new product, Zeochem shall be co-owner in the proportion of the invoice value of the goods supplied against the invoice value of the new product.
- 8.3. Buyer shall bear all risks of the goods supplied under reservation of title.

## **9. Intellectual property rights, consultancy**

- 9.1. With the purchase of the goods Buyer acquires ownership of the product but no other rights associated with the product, in particular no patent rights, trademarks or any other intellectual property rights related to the manufacturing and composition of the product.
- 9.2. The use of trade names mentioned in Zeochem's offers is subject to Zeochem's prior written consent.
- 9.3. Zeochem assumes no liability in respect of any infringement of intellectual property rights in other countries by the products supplied by Zeochem.
- 9.4. In respect of questions on application technology and the use of products Zeochem advises within the bounds of possibility. Advice on the use, application, or suitability of a product must be regarded as recommendations and is no guarantee for a specific result.

## **10. Data protection**

- 10.1. Data arising within the context of the contractual relations are kept on file.
- 10.2. Any data shall be processed in accordance with the local legislation of the respective Zeochem site.

## **11. Validity, applicable law, jurisdiction, place of performance**

- 11.1. If a provision of the General Terms and Conditions of Sale is or becomes invalid, such provision shall affect neither the validity of the other provisions nor that of the contract.
- 11.2. In respect of business relations with Zeochem Group companies the law under the exclusion of the United Nations Convention on the International Sale of Goods of 11 April 1980 (CISG) of the country and state of the respective Zeochem site shall apply, and the courts of the respective country and state shall have exclusive jurisdiction.
- 11.3. Place of performance in respect of deliveries by Zeochem shall be the place at which the goods are kept ready for collection or placed at the disposal of the first shipper