

General Terms and Conditions for the Sale of Goods



Chemson Ltd.

1. General

1.1. The following general terms and conditions ("**Terms and Conditions**") are valid for all contracts concluded with **Chemson Ltd** (a company registered in England and Wales under company number 1980314) and referred to herein as "we" or "us", by which we sell and deliver Goods ("Goods" being as set out in our written order confirmation).

1.2. The use of the term "Buyer" refers to the person who purchases Goods from us.

1.3. These Terms and Conditions apply to the contract to the exclusion of any other terms that the Buyer seeks to incorporate or impose, or which are implied by trade, custom, practice or course of dealing. By placing an order or by acceptance of our delivery or service the Buyer accepts these Terms and Conditions. These Terms and Conditions are not only applicable for the current corresponding order but also for all future orders by the Buyer, in each case where we issue an order confirmation, even if no express reference is made to these Terms and Conditions.

1.4 Any quotation given for Goods shall not constitute an offer, and shall only remain valid for 20 days from its date of issue. Any samples, drawings, descriptive matter or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to, and do not have any contractual force.

2. Orders, Agreements

2.1. Our quotations are understood without commitment and are not orders, and any order placed by the Buyer is an offer to purchase from us. Our offers do not represent a binding offer in the legal sense, but only a request to the Buyer to make a binding offer based on our quotation. The contract between the Buyer and us on these Terms and Conditions shall only come into effect after we have accepted the Buyer's offer by issuing an "Order Confirmation", being a written confirmation of your order (including by email, but excluding any automatically generated emails).

3. Quality, Design, Analysis

3.1. The Goods are as described in the Specification. To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Specification. This clause shall survive termination of the contract.

3.2 We reserve the right to amend the Specification as required to ensure compliance with applicable statutory and regulatory requirements.

3.3. Our indications in product specifications as to qualities and analysis are to be considered as approximate indications, also as to the maximum and minimum limitations, as far as certain properties have not been expressly guaranteed by us.

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3.4 You shall only use the Goods and any samples and materials for internal purposes and for re-sale, and you shall handle each of the same in compliance with good laboratory practice. You shall not carry out any research on the Goods or samples or analyse, attempt to modify or reverse-engineer or otherwise seek to determine the structure of any Goods, materials or samples.

4. Prices

4.1. All prices are set out in the Order Confirmation, and are, unless otherwise stated in the Order Confirmation, payable in Pounds Sterling. We may, at any time before delivery, increase the price of the Goods to reflect any increase in factors beyond our control, including but not limited to freight costs, delays or changes by you, customs duties or other public levies, taxes or charges. Any increase will be applied on a pro-rata basis based on the cost increase to us.

4.2 The price of the Goods excludes amounts in respect of value added tax (**VAT**), which the Buyer shall additionally be liable to pay to us at the prevailing rate, subject to the receipt of a valid VAT invoice, and excludes the costs and charges of packaging, insurance and transport of the Goods including any applicable VAT thereon, which shall be invoiced to the Buyer.

5. Delivery

5.1. Unless otherwise specified in the Order Confirmation, we shall deliver the Goods pursuant to "FCA" (as defined in the Incoterms® 2010, or such replacement version of the Incoterms), to the delivery place named in the Order Confirmation. Where the delivery place is not named, this shall be our premises at Hayhole Works, Northumberland Dock Road, Wallsend, Tyne & Wear, NE28 0PB. Where the delivery method is not stated in the Order Confirmation, we shall select, at our sole discretion, the delivery method and carrier, and set the timeframe for delivery. Where we contract for carriage under FCA, we do so at the Buyer's risk and expense.

The timeframes provided for delivery are an estimated date only. We do not assume any kind of guarantee for these dates. Time of delivery of goods is not of the essence.

If the Buyer fails to take delivery of the Goods within three days of us notifying it that the Goods are at the delivery location, then delivery shall be deemed to have been completed and we shall be entitled to store the Goods until delivery actually takes place, and charge the Buyer for all related costs and expenses (including insurance). If within a further period of five days, the Buyer has not taken delivery, we may resell or otherwise dispose of the Goods and after deducting our related costs and expenses of storage (as noted above), we may charge the Buyer for any shortfall below the price of the Goods.

5.2. Unless otherwise expressly agreed in writing in individual instances, we may deliver a surplus /short deliveries of Goods up to and including ten percent (10%) of the ordered quantity or weight of Goods, in which case the Buyer may not rejected the Goods but a pro-rata price adjustment will be made. The weight of Goods delivered shall be conclusive as per the net weight indicated on the dispatch note. If the import regulations of the country of destination prohibit deviations from the ordered amount, the Buyer is obliged to inform us at the time of order. Should the Buyer omit this information, the Buyer shall be liable for all costs, losses, expenses, fines, demands and damages (on an

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indemnification and hold harmless basis) caused by the Buyer's failure, and whether incurred by the us or the Buyer.

5.3. We shall have the right to effect partial delivery in respect of any order.

5.4. Any containers provided by us will be made available to the Buyer for up to two months for an appropriate fee. We will collect the containers within a reasonable time period after notification for collection. Euro pallets shall be only delivered in exchange for the same number of undamaged empty pallets (euro pallets). The Buyer shall bear the costs for repair or changing of containers or Euro pallets in case of loss or damage. As long as the obligation to return or to indemnify is not fulfilled, the Buyer shall pay an appropriate fee.

5.5 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by force majeure or the Buyer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6. Transfer of risk

6.1. After the completion of delivery in accordance with these Terms and Conditions, risk in the Goods shall pass to the Buyer. Any damage and loss occurred after the transfer of risk are to be borne by the Buyer, even if they are due to the fault of third parties, acts of governments or force majeure. Save as otherwise set out in the Order Confirmation, if Incoterms are expressly agreed with the Buyer, the passing of risk is governed by the agreed Incoterms.

7. Terms of payment

7.1. Terms of payment are within 30 days from the date of invoice, unless otherwise set out in the Order Confirmation. If not expressly otherwise agreed, we will charge statutory interest under the Late Payments of Commercial Debts (Interest) Act 1998 in case of any delay or default in payment.

In the event that the Buyer becomes subject to any of the events listed in clause 14.1(ii) to 14.1(iv) (inclusive), or their financial position otherwise deteriorates after the conclusion of the contract we reserve the right to declare all unsettled amount as immediately due. This shall also apply in the case we accepted a bill of exchange or a cheque. Payments by bill of exchange or by cheque are to be free of interest respectively costs for us. In case of infringement of the agreed terms of payment we are entitled to suspend temporarily or completely the execution of orders already confirmed, or to demand advance payment for them. In case of delayed payment all expenses for reminders and collection are to be reimbursed by the Buyer.

7.2. The Buyer shall be prohibited from setting off any counterclaims, irrespective of their nature, against our claims.

7.3. Any right of retention of the Buyer, for whatever reason, is excluded.

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7.4. We shall have the right to issue our invoices to the Buyer in electronic form (e.g., by email), but are not obliged to. We may send invoices electronically or in written form (e.g., technical difficulties) at our own discretion.

8. Retention of title

8.1. Title in the Goods shall remain our property until full payment of all amounts owed to us by the Buyer, including costs, interest and default interest, and full payment of all cheques and bills of exchange given for payment. The Buyer shall be obliged to keep the delivered goods in safe custody and maintain them. Until full payment (including costs, interest and default interest) the Buyer shall be obliged to mark the goods clearly and visibly as our property.

8.2 Until title to the Goods has passed to the Buyer, the Buyer shall: (i) store the Goods separately from all other goods held by it so that they remain readily identifiable as our property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify us immediately if it becomes subject to any of the events listed in clause 14.1(ii) to 14.1(iv) (inclusive); and (v) give us such information relating to the Goods as we may require from time to time.

8.3 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 14.1(ii) to 14.1(iv) (inclusive), then, without limiting any other right or remedy we may have, we may at any time: (i) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

9. Force Majeure

9.1. In the event of "force majeure", meaning any circumstance or event beyond our control, such as epidemics, mobilisation, war, civil commotion, strikes, terror, forces of nature etc., as well as in the event of lack of staff, delays in the delivery of important parts by our suppliers, disruption of operations, unpredictable damage to the system, energy deficient, transport hindrances or accidents, bans on imports, exports or passage in transit imposed by the authorities and any resulting difficulties, traffic disruptions, transport and customs clearance delays, which affect us or one of our suppliers we shall be entitled either to extend the delivery periods or other obligations accordingly, or to suspend performance of the contract, or to terminate the contract by giving two weeks' notice to you.

10. Warranty

10.1. Subject to clause 3.3, we warrant that on delivery, and for the "Warranty Period" (being the period of time as set out in the Specification for the relevant Goods, or if not set out there in a period of 12 months from the date of delivery), the Goods shall: (i) conform in all material respects with the Specification; and (ii) be free from material defects in design, material and workmanship.

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10.2 Subject to clause 10.3, if the Buyer gives notice in writing to us during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.1, and: (i) we are given a reasonable opportunity of examining such Goods; and (ii) the Buyer (if asked to do so by us) returns such Goods to our place of business at the Buyer's cost, then we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

10.3 We shall not be liable for the Goods' failure to comply with the warranty set out in clause 10.2 in any of the following events: (i) the Buyer makes any further use of such Goods after giving notice in accordance with clause 10.2; (ii) the defect arises because the Buyer failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods, including those in the Specification, or (if there are none) good trade practice regarding the same; (iii) the defect arises as a result of us following any drawing, design or Specification supplied by the Buyer; (iv) the Buyer alters or repairs such Goods without our written consent; (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (vi) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

Except as provided in this clause 10, we shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 10. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract. These Conditions shall apply to any repaired or replacement Goods supplied by us.

11. Limitation of Liability

11.1 Nothing in these Terms and Conditions shall limit or exclude our liability for:

- 11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 11.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

11.2 Subject to clause 11.1

11.2.1 we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (i) loss of profit; (ii) loss or corruption of data; (iii) loss of savings, goodwill or business opportunity; or (iv) any indirect or consequential loss, in each case arising under or in connection with the Contract; and

11.2.2 our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including

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negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

12. Intellectual Property

12.1. All intellectual property rights in or arising out of or in connection with the Goods shall be owned by us, including any improvements made to any Specification provided by the Buyer, and any and all of our pre-existing intellectual property rights.

12.2 We do not warrant that the Goods shall not infringe the intellectual property rights of any third party.

13. Export control, provisions, compliance

13.1. The Buyer shall provide without delay at any time on our request all requested information, data and documents, of any nature whatsoever, in relation to the ownership and control of, and the officers of, the Buyer and its ultimate beneficial owners, as reasonably required by us for anti-money-laundering compliance. The Buyer shall immediately inform us of any and all changes to the accuracy of information provided pursuant to this clause.

13.2. It is explicitly stated that the fulfilling of our contractual obligations is subject to the condition that the fulfilment is not prevented by any impediments arising out of national or international laws and provisions, in particular, regarding foreign trade laws, or by any embargos or any other sanctions. If one of the contractual parties is subject to sanctions or embargos and the other party is no longer permitted by law – in particular pursuant to foreign trade laws – to trade with the other party, the contract will immediately terminate. In this case, each party has to bear its own costs.

13.3. The Buyer shall carefully consider and comply with all provisions governing cross-border trade, in particular, foreign trade laws. The Buyer shall use all delivered goods only for peaceful and non-military purposes. Further, the Buyer shall comply with all provisions regarding to anti-corruption, competition law as well as tax law.

14. Termination

14.1 Without limiting our other rights or remedies, we may terminate this contract with immediate effect by giving written notice to the Buyer if: (i) the Buyer commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 5 days of being notified in writing to do so; (ii) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (iii) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or; (iv) the Buyer's financial position deteriorates to such an extent that in our opinion the Buyer's capability to adequately fulfil its obligations under the contract has been placed in jeopardy.

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14.2 Without limiting our other rights or remedies, we may suspend provision of the Goods under the contract or any other contract between us if the Buyer becomes subject to any of the events listed in clause 14.1(ii) to 14.1(iv) (inclusive) or the Supplier reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this contract on the due date for payment.

14.3. On termination of the contract for any reason the Buyer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

14.4. Termination of the contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. Confidentiality

15.1. The Buyer irrevocably undertakes and agrees to keep the conclusion of the contract as well as all other information, data, trade and business secrets, either provided by us or any other way obtained by the Buyer in connection with the business relationship with us, confidential. The Buyer shall not make any of the respective information, data, trade and business secrets available, in whatever kind, to any third party or the public without our prior written consent. The Buyer shall use the respective information, data, trade and business secrets exclusively for the performance of the contract.

15.2 Any advertisement and publications with regard to business relationships with us as well as the naming of us as a reference or the inclusion of us in a reference list shall need our prior written consent.

16. Governing law and jurisdiction

16.1. The contract and any dispute or claim (including non-contractual claims or disputes) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16.2. If the Buyer is incorporated in England, Wales, Scotland, Northern Ireland, the EEA or the European Union, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

16.3. If the Buyer is incorporated outside of England, Wales, Scotland, Northern Ireland, the EEA or the European Union, the following arbitration clause will be applicable: All disputes or claims arising out of or in connection with the contract, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or three arbitrators appointed in accordance with the said Rules. Place of arbitration is Klagenfurt am Wörthersee, Austria. Language of arbitration shall be English.

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16.4 Upon our request the Buyer is obliged to confirm in written form the existence and content of the jurisdiction clause or arbitration clause and the choice of law clause.

17. Severability

17.1. If any provision of this Terms and Conditions shall be entirely or partly invalid or unenforceable, this shall not affect the legal validity of all other provisions. The partners shall replace the invalid or unenforceable provision by such valid and enforceable provision that as closely as possible reflects the intent and purpose of the invalid or unenforceable provision.

18. Waiver

18.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20. Assignment

20.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the contract. You may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all your rights or obligations under the contract

21. Notices

21.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier.

21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

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21.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22. Third party rights

22.1 No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

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