



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Salinen Austria Aktiengesellschaft, FN 112541b, 4802 Ebensee, Steinkogelstraße 30

General

These General Terms and Conditions ("GTC") shall apply to all sales contracts entered into by and between us and Buyer. Variations to the current version of these GTC have no effect unless expressly agreed in writing. "In Writing" shall always mean communication by document signed by the parties, or by letter, fax or electronic mail.

In case of conflicts between our GTC and other special written agreements between us and Buyer, the latter shall prevail. General terms and conditions of Buyer shall by no means be accepted or become part of the contract, regardless whether we knew them or not, whether we have contradicted their validity or not and irrespective of whether they are in opposition to our GTC or not. In case of continuous business transactions, our GTC shall be applicable even without special reference to the said.

Quotations are always subject to change. No order shall be binding until accepted and acknowledged by us. We consider the placing of an order as an acceptance of our terms and conditions by Buyer and as a waiver of any terms and conditions on Buyer's order form inconsistent herewith. Our quotation, the Buyer's offer and/or order (with no effect given to terms or conditions in addition to or inconsistent with these GTC), and our acceptance shall constitute the entire agreement.

Goods and prices

The majority of the goods offered by us are produced or processed in our plant in Ebensee (Austria) according to high quality standards.

Prices are quoted EXW Ebensee, unless otherwise agreed.

Notwithstanding the price on the order, we may at any time prior to (each) delivery by notice to Buyer increase the price of the Goods to reflect any increase in cost beyond our reasonable control, including but not limited to, costs for labor, exchange rates for exports, transportation and packaging costs (including costs for foils and pallets), energy, raw materials or other resources necessary for the supply of the Goods.

Delivery

Unless otherwise agreed in writing, Goods shall be delivered EXW Ebensee, the foregoing delivery terms to be interpreted in accordance with the INCOTERMS in force on the date of the offer. Times of delivery of the Goods specified are only our best estimate and subject to change. Even in case that delivery dates and lead-times are expressly agreed as binding, we shall not be liable for a delay in delivery caused by fires, accidents, transportation hazards, strikes, pandemics, epidemics, material shortages (including sourced material), breakdown of production equipment, governmental legislation and all other causes beyond our control. In such cases the delivery dates and lead-times will be extended accordingly. In case that only partial deliveries are affected by foregoing circumstances, the rest of the delivery contract shall remain in force and effect.

If we provide forecasts in connection with a framework agreement, such forecasts will be provided to the best of our knowledge, but without commitment.

Complaints

The point in time to determine the conformity of the Goods shall be the time when they leave our factory.

Buyer shall (i) inspect the Goods upon delivery for visible defects and quantity deviations and take the customary samples; and (ii) notify us immediately in writing of any non-conformities of the delivered Goods with regard to their quality and quantity as soon as Buyer becomes aware (or should reasonably have been aware by using reasonable efforts to examine the Goods).

If the delivered Goods (or any part thereof) prove to be defective in accordance with a complaint made without undue delay, we will, at our reasonable discretion, replace the non-conforming Goods with conforming Goods at no additional cost to Buyer or credit the amount corresponding to the defective patch and make arrangements for the return or destruction of the defective Goods, the costs of such return or destruction being borne by us. As soon as we comply with a justified claim of non-conformity as stated above, such remedy shall be Buyer's sole and exclusive remedy in connection with such non-conformity.

Buyer shall not have the right to reject a delivery due to short-supply if such deviation is only minor, i.e. less than ten percent (10%) of the ordered quantity. The Buyer shall pay for the actual quantity of goods delivered, but shall give written notice of and provide evidence of the short-supply within two (2) days after receipt of the delivery. Any form of short-supply is to be informed, evaluated, documented and confirmed either as completed or to be completed order. In case that such short-supply is due to reasons attributable to us, we shall complement the missing part at no cost without undue delay.

Buyer shall have no further rights in connection with deviations in quality or quantity other than those set forth in this Section.

For the avoidance of doubt, nothing contained herein shall be construed as a relief of Buyer's statutory obligation to examine the delivered goods

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and to notify the Seller in writing of any lack-of conformity within a reasonable time after it has discovered it or ought to have discovered it. The Buyer's failure to exercise effective quality control or the failure to store, use or otherwise handle the Goods as advised or in accordance with applicable industry standards will result in forfeiture of its claims based on non-conformity of the Goods.

Retention of Title

Title to the Goods delivered shall not pass to Buyer before the purchase price has been paid in full ("Receivable Balance") and Buyer shall, upon our request, execute such documents as we reasonably determine to be necessary to perfect or maintain our title in the Goods. Notwithstanding the foregoing and as long as Buyer is not in default with any due payments, Buyer may in the ordinary course of its business, process and/or sell these Goods owned by us, provided that Buyer assigns to us any proceeds resulting from such sale in the amount of the Receivable Balance. Until further notice, Buyer may collect assigned claims relating to the resale. We herewith accept such assignment.

Terms of payment

Unless otherwise stated to the contrary, our invoices are due for payment upon receipt without deduction, provided that the creditworthiness of Buyer is satisfactory to us. Any change in the bank details stated on an invoice must be agreed in writing. A payment is held to have been made on the day we have it at our disposal. Checks and promissory notes will not be accepted. Buyer shall reimburse us upon demand for any and all costs (including to the fees of collection agencies or attorneys) incurred or expended by us to collect any amounts due. Payments of Buyer – independent of the respective payment reference – are initially accounted for interests and collection costs and then for the respectively oldest debt of Buyer.

If Buyer fails to pay any amount due on time or if the financial responsibility or Buyer's creditworthiness becomes unsatisfactory to us, we may, in our sole discretion, terminate the respective Agreement with immediate effect upon written notice to Buyer or suspend deliveries until all amounts due are paid and the financial situation of Buyer is satisfactory to us.

Buyer shall only be entitled to set-off or to exercise rights of lien or retention if the claims asserted by him have been acknowledged by us in writing or have been established by a final court decision.

Compliance and business ethics

Prerequisite for any business cooperation shall be the unreserved compliance with our Code of Compliance as amended (available at our [Website](#)) as well as compliance with all relevant laws, regulations, directives, and similar rules with regard to the aforementioned Code of Compliance. In addition, Buyer undertakes to comply with all EU- and US-sanctions regulations and to check its business partners and suppliers against current UN-EU- and US-sanctions lists. Any breach of the obligations set forth in this Section shall be regarded as a material breach of contract, which shall entitle us to terminate all agreements not yet fulfilled with immediate effect and claim for all damages and losses incurred by such breach.

Choice of Law and Dispute Resolution

These GTC and any contract formed hereunder will be exclusively governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law.

All disputes, disagreements or any claim arising out of or in connection with a contract formed hereunder including any issue regarding its existence or validity with Buyers having their registered office outside the European Union (EU) or the European Free Trade Association (EFTA) shall be referred to the competent court where we have our registered office; independent thereof, we may also take proceedings against Buyer in the courts of any country in which Buyer has assets or in any other court of competent jurisdiction.

If, however, Buyer's principal place of business is outside the EU or EFTA, all disputes arising out of or in connection with a contract formed hereunder or related to its violation, termination or nullity shall be – to the exclusion of recourse to ordinary courts of law – finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said rules. The place of the arbitration shall be Vienna.

Miscellaneous

The place of performance for all obligations arising from a contract concluded hereunder is the registered office of our company.

We shall not be held liable for any damages or losses, except for intentional acts and omissions or in case of gross negligence; notwithstanding the foregoing, our total liability towards Buyer shall be limited to the net value of the consignment being subject of the Buyer's claim or dispute.

Each notice, demand, or other communication must be in English or German. All notices or other communication can be transmitted by (registered) letter, fax or by electronic means. They shall become effective at the time they reach the recipient. Notifications that reach us on Saturday, Sunday or on one of our applicable public holidays shall only become effective on the next working day.

If any provision of these GTC or any contract formed hereunder should be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the contract shall not be affected thereby. Such invalid, illegal or unenforceable provision shall be replaced by means of supplementary interpretation by a valid, legal and enforceable provision, which most closely approximates the parties' commercial intention. This shall also apply mutatis mutandis to any gaps in the contract.

Amendments to these GTC shall require the express written confirmation of both parties in order to be valid. Simple electronic form (e-mail or fax) is sufficient to satisfy such written-form-requirement; this shall not apply to changes in bank details, notices of termination or withdrawal, which always require the transmission of an original document signed by the respective party.

(effective as of September 2022)

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