GENERAL SALES AND DELIVERY CONDITIONS
of Salinen Prosol d.o.o., Brnčičeva ulica 41G, 1231 Ljubljana - Črnuče, Slovenia
25.05.2018

Unless otherwise expressly agreed in writing, Salinen Prosol d.o.o. ("S-Prosol") shall exclusively sell subject to the following sales conditions, as detailed below, which shall constitute an integral part of every purchase contract placed with S-Prosol, even if the Purchaser does not expressly countersign them. Every Purchaser who signs a purchase contract with S-Prosol declares and agrees that he is aware of this General Sales and Delivery Conditions and accepts them in full.

S-Prosol shall only be bound by the Purchaser's purchase conditions if it expressly acknowledges them. Failure to reject them shall under no circumstances imply agreement on the part of S-Prosol.

Conclusion of a contract

Offers made by S-Prosol shall essentially be non-binding and shall be subject to the present conditions. Where S-Prosol has made a binding offer, it shall be able to amend it within the period of validity, so long as it has not yet received a written acceptance from the Purchaser. In order to be legally effective, offers made by representatives of S-Prosol shall require written confirmation from S-Prosol. The same shall apply for subsidiary agreements and any other promises. An order based on a non-binding offer shall only be deemed to be legally accepted when S-Prosol has confirmed its acceptance in writing. Any declaration, whereby S-Prosol assumes obligations or relinquishes rights, shall be in written form and shall require a legally effective signature from S-Prosol. This shall also apply to the declaration of intent to deviate from this written form.

Prices

Unless otherwise agreed, prices shall be ex works Ebensee, Austria. In each case, the accepted offer shall apply.

Delivery

Unless otherwise agreed in writing, delivery shall be CPT (currently applicable version of Incoterms). The stated delivery periods and dates are subject to alteration and shall thus not be legally binding. Therefore, claims for damages of any kind and appeals against delivery deadlines shall be excluded. Where S-Prosol is the freight payer, the choice of transport means shall be at its own discretion. Agreed deliveries that cannot be fulfilled or cannot be fulfilled promptly due to unforeseen circumstances or events beyond S-Prosol's control, shall be regarded as suspended. S-Prosol shall inform the Purchaser immediately of the occurrence of such an event, with provision of the internationally accepted proofs and – if the delivery is merely delayed – shall specify a new delivery date. In such cases, S-PROSOL shall not be liable for the consequences of non-fulfilment or delay. If only partial deliveries are affected, the rest of the contract shall continue to stand.

Complaints

The operative time for the contractual condition of the goods shall be the time they leave the S-Prosol factory.

Complaints shall only be legally effective if they are lodged in writing immediately after delivery of the goods. Complaints shall be time-barred at the latest one month after S-Prosol has rejected the complaints in writing. If complaints are found to be justified, S-Prosol shall have the option either to replace the goods free of charge or to agree to the Customer's request for a price reduction. However, under no circumstances shall S-Prosol be held liable for damages incurred by its customers or a third party, resulting from goods it has supplied. The only exception shall be personal damages where gross negligence on the part of S-Prosol has been proven. However, this exception shall not include claims under the Product Liability Act for personal and material damages suffered by a consumer within the meaning of the said act. The Purchaser shall pass on these restrictions to every additional contractual partner involved in the production or sales chain, to the benefit of S-Prosol, and shall require them to do the same. Any party that breaches this contractual obligation shall be liable to pay damages to S-

Prosol. The Purchaser shall hold S-Prosol harmless relative to any and all related third-party claims.

Retention of title

S-Prosol shall retain the title to the delivered goods (conditional goods) until they have been paid for in full. The Purchaser shall only be entitled to sell the conditional goods in the normal course of business, under its standard business conditions and so long as it is not in arrears, albeit on the precondition that it agrees a retention of title agreement with its customer and that – as described below – the amounts receivable from resale are transferred to S-Prosol by way of payment. In the event of resale, S-Prosol's retention of title shall only lapse on payment of the purchase price by the Purchaser's customer. The Purchaser shall not be entitled to dispose of the conditional goods in any other way. The Purchaser's amounts receivable from resale of the conditional goods shall be transferred to S-Prosol at this point, by way of payment. They shall serve to secure the goods subject to retention to the same extent as the conditional goods. If the Purchaser sells the conditional goods together with other goods not sold by S-Prosol, then the transfer of the amounts receivable from resale shall only equate to the invoiced value of the relevant conditional goods sold by S-Prosol. The Purchaser shall reimburse S-Prosol with any legal costs incurred.

Non-fulfilment

Any breach of the agreements made shall entitle S-Prosol to withdraw from the contract. The Purchaser shall bear the costs of return of the goods and shall also be liable to S-Prosol for any damages arising from breach of the agreements made.

Terms of Payment

Unless otherwise separately agreed, S-Prosol's invoices shall be due for payment on receipt, without deduction. Any change to the bank details given on the related invoice must be agreed in writing. Electronic correspondence (e.g. email, fax) shall not fulfil the requirement for written form. If payment is delayed, the statutory interest rates of 9.2

percentage points above the base rate (of the European Central Bank's refinancing interest rate applicable in the respective six-month period) and the debtor's obligation to reimburse the necessary costs of expedient, out-of-court debt collection shall be regarded as agreed. Bills of exchange and cheques shall be deemed to be accepted only on account of performance. Irrespective of any dedication indicated, incoming customer payments shall always be booked against the longest due receivables.

Place of fulfilment

Unless otherwise expressly agreed in writing, the place of fulfilment for the delivery shall be 1231 Ljubljana – Crnuce, Brnciceva 41 G, Slovenia. The place of fulfilment for price payment shall be the same.

Court of jurisdiction

For domestic transactions and transactions that fall within the scope of the Lugano Convention, other international treaties on jurisdiction and enforcement or relevant EU Directives (Brussels Regulation): the competent court for Ljubljana - Crnuce, shall have exclusive jurisdiction.

For all other foreign transactions: for all other disputes or claims arising from or associated with this contract, including disputes about the validity, infringement, dissolution or nullity of the same, the competent court for Ljubljana – Crnuce, Slovenia, shall likewise have exclusive jurisdiction. Only in the case of a separate written agreement between S-Prosol and the Purchaser, shall the arbitration and mediation regulations of an applicable international arbitration court- which has to be agreed in written - get valid.

Legal arrangement

Slovenian law shall exclusively apply, excluding the United Nations Convention on the International Sale of Goods and the conflict-of-law rules of private international law.

Partial legal ineffectiveness

Partial legal ineffectiveness shall not affect the validity of the rest of the contract.

Amendments

In order to be valid, any changes to the contractual conditions shall require the express written confirmation of both contractual parties.