



GENERAL SALES AND DELIVERY CONDITIONS

of Salinen Austria Aktiengesellschaft, FN 112541b, 4802 Ebensee, Steinkogelstraße 30 („SAAG“)

Unless otherwise expressly agreed in writing, SAAG shall exclusively sell subject to the following sales conditions, as detailed below, which shall constitute an integral part of every purchase contract placed with SAAG, even if the Purchaser does not expressly countersign them. SAAG 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 SAAG.

Conclusion of a contract

Offers made by SAAG shall essentially be non-binding and shall be subject to the present conditions. Where SAAG 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 SAAG shall require written confirmation from SAAG. 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 SAAG has confirmed its acceptance in writing. Any declaration, whereby SAAG assumes obligations or relinquishes rights, shall be in written form and shall require a legally effective signature from SAAG. 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. In each case, the accepted offer shall apply.

Notwithstanding the price on the order, SAAG may at any time prior to (each) delivery by notice to the Purchaser increase the price of the goods to reflect any increase beyond normal variations in cost beyond SAAG's 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, delivery shall be ex works Ebensee (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 SAAG 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 SAAG's control, shall be regarded as suspended. SAAG 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, SAAG 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 SAAG 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 SAAG has rejected the complaints in writing. If complaints are found to be justified, SAAG 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 SAAG 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 SAAG 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 SAAG, and shall require them to do the same. Any party that breaches this contractual obligation shall be liable to pay damages to SAAG. The Purchaser shall hold SAAG harmless relative to any and all related third-party claims.

Retention of title

SAAG 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 SAAG by way of payment. In the event of resale, SAAG'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 SAAG 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 SAAG, then the transfer of the amounts receivable from resale shall only equate to the invoiced value of the relevant conditional goods sold by SAAG. The Purchaser shall reimburse SAAG with any legal costs incurred.

Non-fulfilment

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

Terms of Payment

Unless otherwise separately agreed, SAAG'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 (§ 1333 Austrian General Civil Code). 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 Ebensee, Austria. The place of fulfilment for price payment shall be Bad Ischl.

Dispute Resolution

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 Bad Ischl, Austria, shall have exclusive jurisdiction.

For all other foreign transactions: all other disputes or claims arising from or associated with this contract, including disputes about the validity, infringement, dissolution or nullity of the same, shall be 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 one arbitrator appointed in accordance with the said rules.

Governing Law

Austrian 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.

Miscellaneous

In order to be valid, any changes to the contractual conditions shall require the express written confirmation of both contractual parties. Simple electronic form (email or fax) is sufficient to satisfy any written form requirement stipulated herein; this does not apply to notices of termination or withdrawal which shall always require delivery of an original document signed by the respective Party.

(Status 09/2021)