

## General Conditions of Sale

### SWISS POLYMERS AG, ZUG / SWITZERLAND

1. All contracts and offers for the sale of goods are subject to these General Conditions of Sale. INCOTERMS, latest edition, shall apply in as far as they are not inconsistent with these General Conditions of Sale. Buyer's General Conditions of Purchase/Business shall not be applicable even if not explicitly rejected by Seller.
2. Only the content of written contracts shall be valid. Oral agreements or alterations to the contract are only valid if accepted in writing by both parties. All quotations made by the Seller are subject to change and non-binding provided that such quotations are not expressly characterized as binding.
3. In the event that, following conclusion of the contract, we discover circumstances which justify assumption of an existing or future violation of national, European or supranational regulations as well as US export law or existing licensing requirements and immediately and credibly inform the buyer about this, we shall be entitled to a reasonable period of time for further review of these facts. It is mutually agreed to exclude a delay in performance for the period of investigation as well as for the period required for the approval procedure. Insofar as a required approval is not granted or cannot be granted for some other reasons, we will be entitled to refuse performance and to withdraw from the contract. Agreement is also required in every case for reselling the goods in countries that are subject to an embargo or for reselling to barred persons. It is the buyer's responsibility to ensure compliance with the relevant provisions relating to foreign trade and the other laws of this country and of the country in which the delivery is to be made, and to ensure that such provisions are applied.
4. Unless otherwise expressly agreed upon, the invoices shall be based on the weight of the goods on loading. Seller is allowed to effect partial deliveries. Furthermore, Seller is allowed to deliver plus/minus 10 % of the contractual quantity.
5. Ownership of goods shall not pass to Buyer before Buyer has met in full all his obligations arising from his business relations with Seller. Buyer agrees that Seller have his ownership of the goods, registered in the competent register without any further declaration of Buyer.
6. Should doubts about Buyer's solvency or willingness to pay arise after the conclusion of the contract (such as, but not limited to, delay in payment, reduction/cancellation of credit lines by Credit Insurance etc.), Seller shall be entitled to refuse performance of the contract until payment has been made or security for the payment provided or to terminate the contract without any compensation.
7. If increased or additional charges are imposed on the sale of goods or if the costs for freight are increased after the conclusion of the contract, Seller has the right to change the selling price accordingly.
8. The invoiced amount shall be payable by Buyer without any deduction, set-off or counterclaim into the account specified on the respective invoice. Buyer shall bear all bank charges except those of Seller's bank. In the event of delay in payment, Buyer shall automatically be in default and shall be charged interest on arrears at the rate of 2 % p.a. over the rate charged by a Swiss bank for current account overdrafts of the currency of the invoice.
9. Seller warrants that the goods furnished will meet the producers' specifications. Any other warranty either express or implied is hereby excluded. Any technical or chemical specifications about the goods cannot be interpreted as a warranty for any quality or suitability for any particular purpose or otherwise.
10. Buyer shall control the goods immediately upon receipt. Notification of defects or of wrong deliveries or claims as to a deviation of quantity can only be considered if made within 10 (ten) working days after receipt of the goods and in any case before processing of the goods has begun. Complaints about goods delivered FOB or FAS must be made before goods are taken over at the quay or on the ship in the port of loading. Complaints regarding goods delivered CIF or CFR must be made within 14 (fourteen) days of arrival at the post of discharge.
11. For goods delivered in bulk (bulk vessel, silo truck and/or railtankcar), a sample from the vessel/silo/tankcar has to be tested before unloading of the goods. Seller's warranties and liabilities cease in any case with the unloading of the goods, even if the Buyer waives the testing of a sample. Any transshipment from Seller's vessel/silo/tankcar into Buyer's vessel/silo/tankcar or other transport shall be considered as unloading.
12. In the event of a claim, Seller may appoint an independent surveyor (such as SGS), whose findings shall be binding on the parties. Buyer shall allow the persons identified by such surveyor appropriate access to the goods in question. In the event of a justified claim, Seller shall have the right to replace the material or to credit Buyer for the invoice value of the goods which are the subject of the claim against return of the claimed goods.
13. In the event of a claim and/or breach of contract (whether or not due to negligence), it is agreed that the maximum damages recoverable shall be the contract price for the goods. Neither party shall be under any liability for indirect or consequential damages.
14. Any delivery time stated shall be binding if expressly confirmed by Seller. The delivery time shall be deemed to have been observed if Seller has, within the delivery time, dispatched the goods or advised that they are ready for dispatch. In the event of a delay, a reasonable extension of a minimum of 2 weeks to deliver the goods has to be accepted by the Buyer, without the right to claim damages due to such delay.
15. Buyer will be responsible for any demurrage charges in the event of any delay in the unloading of the goods if the delivery date was accepted by Buyer.
16. Seller's obligations shall be subject to the absence of force majeure (as defined in ICC Publication 421). Furthermore, Seller's obligations shall be subject to the absence of force majeure which would prevent Seller's supplier from meeting his contractual Obligations towards Seller.
17. Except as otherwise provided in these General Conditions of Sale, Swiss law shall apply with the exclusion of the UN Convention on Contracts for the international Sale of Goods of 11 April 1980.
18. At Seller's option all disputes hereunder shall be settled either before the courts of the Canton Zug, Switzerland, or in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris, the seat of any arbitration being in Zug.
19. We collect and process data according to the EU General Data Protection Regulation and the Swiss Federal Data Protection Act. We reserve the right to transmit the data to third parties (e.g. insurances, banks) if required for the fulfilment of the contract.