

**General Terms and Conditions of Chemko, a. s. Slovakia, Mlynské Nivy 10, 821 09 Bratislava
PURCHASE AGREEMENTS FOR SALES**

General provisions

These **General Terms and Conditions of Chemko, a. s. Slovakia** ("VOP") form an appendix to a framework agreement, confirmed order or binding offer ("agreement") and are an indivisible part thereof. The General Terms and Conditions lay down the rights and obligations of the parties not specified in the actual framework agreement, the agreement, the order or a binding offer.

The buyer's placement of a written order is considered the buyer's full consent to the contents hereof without any objections.

The buyer's purchase terms and conditions or other business terms and conditions are disregarded; this does not apply in cases where they are accepted by the seller in writing.

An order for goods from the buyer required confirmation from the seller taking the form of the purchase agreement sent to the buyer for signature. No other specific conditions have priority over the contents hereof if not specifically accepted by the seller in writing.

Article I.

Payment and delivery terms

- 1.1 The buyer is obliged to pay the invoice within the payment term specified on the invoice, unless a different agreement is reached between the parties. The parties hereby unconditionally agree to the payment terms specified herein and that the payment term for the buyer's financial liability is not materially disproportionate to the rights and obligations under the contractual arrangement for the seller.
- 1.2 If the buyer is in default with payment of the individual invoices, the seller has the right to charge the buyer a contractual fine in the amount of 0.04% of the outstanding amount for every commenced day of default.
- 1.3 The seller is not obliged to deliver the agreed quantity of goods during planned shut-downs of its production facility. Such production facility shut-downs will be reported by the seller at least 21 days in advance.
- 1.4 The seller reserves the right to not deliver the goods to the buyer if the buyer fails to provide the seller with one or more of the following guarantees: an irrevocable bank guarantee, a bill of exchange, payment in advance or another form of security

approved by the seller in advance or upon agreement in the agreement.

- 1.5 The seller reserves the right to not deliver the goods to the buyer and the right to halt the production of the ordered goods or withdraw from the agreement if the buyer is in default with the payment of any receivable to the seller from any other agreement. Such action is not considered default on the part of the seller and does not entitle the buyer to any compensation for damages.
- 1.6 Delivery terms and prices are defined in accordance with INCOTERMS® 2010 (unless otherwise specified in the agreement) and upon the agreement of the parties. No amount may be withheld from the payment of the price for the goods.
- 1.7 If the buyer is in default with payment of the purchase price for the goods, the seller may unilaterally amend the payment terms and apply its right to repossess the goods. The buyer shall provide the seller with all cooperation requested by the seller to repossess goods for which payment has not been completed. The buyer shall cover all costs for repossession of the goods.
- 1.8 The seller is not obliged to deliver goods to the buyer if the buyer fails to provide carriage instructions to the seller in writing for the goods at least three (3) days prior to the agreed date of carriage for the goods.
- 1.9 When the buyer secures the carriage of goods, the buyer shall provide the seller with documentation concerning carriage of the goods from the seller to the buyer immediately after delivery of the goods and including confirmation of the acceptance of the goods issued by an individual authorised to accept the goods on behalf of the buyer.
- 1.10 In the event of a claim involving the goods, the buyer is not authorised to withhold any payments from the seller, or any goods to be returned to the seller, or unilaterally set off its receivables held against the seller. The buyer's entitlements shall be resolved in a specific manner in such a way that ensures the buyer's obligation to pay the purchase price for the goods on or before the agreed payment term remains intact.
- 1.11 The weight of the goods as determined on the seller's scales is binding for both parties.
- 1.12 Partial deliveries of the goods are permitted.
- 1.13 If the buyer secures carriage of the goods, the buyer shall take acceptance of the goods at the place specified in the agreement

- and within a term of up to five days prior to the date of carriage of the goods specified in the agreement.
- 1.14 If the buyer secures its own carriage of the goods, the buyer or their secured carrier shall provide proof of identification (national ID card/passport) for the driver of the truck used for carriage of the goods for the purposes of their full identification before entering the seller's site (the seller's registered office) and upon request of the seller's authorised employee. If the driver of the truck fails to provide a form of identification, the seller may refuse to take allow the truck driver into the seller's site, while such action on the part of the seller shall not be considered breach of its obligations or otherwise entitle the buyer to any compensation for damages. The buyer is liable to the seller for all damages incurred by the seller as a result of such breach on the part of the buyer. The seller may charge the buyer a contractual fine of €300 for violation of the buyer's obligations under this Subsection herein. The buyer commits to instruct every truck driver of these obligations and consequences for failure to comply therewith.
- 1.15 If the buyer breaches Subsections 1.13 or 1.14 herein, the seller may store the goods at the buyer's cost and risk at the seller's warehouse or in any third-party warehouse. If the goods are stored in the seller's warehouse, the seller may charge the buyer a storage fee in the amount of €10 for every commenced tonne of goods and for every day of storage. When stored in a third-party warehouse, the seller is authorised to charge the buyer the storage fees charged by such third party.
- 1.16 If the seller determines that the buyer has become unable to meet its obligations under the agreement, the seller may unilaterally amend the payment terms and demand that the buyer provide the seller with suitable security. If the buyer fails to provide adequate security, or fails to complete payment in accordance with the payment terms, such action shall be considered a material breach of the agreement by the buyer, which shall entitle the seller to halt delivery of the goods under the agreement and withdraw there from.
- 1.17 The date on which the outstanding amount is credited to the seller's bank account is considered the date on which payment by the buyer is complete.
- 1.18 The buyer is not authorised to assign any receivable held against the seller under the agreement to any other party without the prior written consent of the seller or otherwise transfer or do business
- in any way with any rights, entitlements or obligations under the terms of the agreement.
- 1.19 The buyer shall cover all bank fees other than those charged by the seller's bank.
- 1.20 If goods are sold and delivered outside of Slovakia or another European Union (EU) member state, the buyer commits to provide the seller with all necessary cooperation to demonstrate the delivery of such goods outside of Slovakia in accordance with Act No. 222/2004 Coll. on Value Added Tax, and other valid Slovak legislation. If the seller does not secure carriage and delivery of the goods, the buyer commits to provide proof to the seller that the goods were delivered outside Slovakia to another EU member state within thirty (30) days from the actual delivery of the goods by providing a copy of the proof of carriage containing confirmation from the buyer or their authorised representative of the acceptance of the goods in another EU member state (a CMR consignment note confirmed by the customer in the case of international road carriage). The buyer shall demonstrate delivery of the goods outside of Slovakia using relevant evidentiary materials pursuant to the seller's requirements and in accordance with Slovak legislation.
- 1.21 If the buyer does not fulfil its obligations under Subsection 1.20 herein, the seller violates its statutory obligation under Act No. 222/2004 Coll. on Value Added Tax and the seller is obliged to issue the buyer a corrected tax record with VAT under the updated version of Act No. 222/2004 Coll. and all related additional statutory costs. Given this fact, the buyer shall covenant to indemnify the seller and commits to pay the seller based on such corrected tax record within 30 days from the exercise of its entitlement to the difference at the latest based on the correct invoice and all costs and damages incurred by the seller as a consequence of the buyer's breach of its obligations under Subsection 1.20 herein.
- 1.22 Under §71 (1)(b) of Act No. 222/2004 Coll. on Value Added Tax, the buyer shall provide the seller consent to allow the seller to charge for the delivered goods in the form of an invoice issued in electronic form ("electronic invoice"). The seller is therefore authorised to issue the buyer an electronic invoice as billing for the goods delivered to the buyer. An electronic invoice is considered a tax document under §71 (1)(b) of Act No. 222/2004 Coll. on Value Added Tax.
- 1.23 If the buyer is in default with payment of any of the seller's invoices, the buyer loses its entitlement to any contractually agreed discounts and/or

favourable conditions concerning the purchase of goods specified in an order or the agreement.

Article II.

Transfer of title and risks of damage to the goods

- 2.1 Risks of damage to the goods transfer to the buyer as agreed in the delivery terms.
- 2.2 Title to incomplete goods transfers from the seller to the buyer at the moment payment of the price for the goods is credited to the seller's bank account.
- 2.3 The buyer acquires title to the goods at the moment of complete payment of the purchase price for the delivered goods.

Article III.

Packaging and carriage

- 3.1 For carriage using the seller's railway wagons, the buyer shall unload such wagon (empty the wagon) and return it for return transport within a period of 72 hours from the moment the railway wagon arrives at the destination railway station. The imprint of the railway station's stamp on the consignment note is decisive for determining the time at which the railway wagon arrived at the destination railway station.
- 3.2 If the seller shall secure carriage based on a delivery parity specified in the confirmed written order via railway wagons, and if the seller secures the return trip for the empty wagons at its own expense, the seller shall send the buyer instructions along with the complete consignment note for the return trip as a part of the delivery document and the buyer shall follow these instructions. If the buyer breaches its obligation, it shall cover all additional costs incurred by the seller in connection therewith. The seller may invoice the buyer for additional costs incurred after the termination of their contractual arrangement immediately after such amount become known to the seller.
- 3.3 If the buyer fails to return a wagon for the return trip as specified in Subsection 3.1 herein in a timely manner, the seller may invoice the buyer a contractual fine of €40 excluding VAT per wagon for every commenced day of default. Application of such contractual fine has no prejudice on the seller's entitlement to compensation for damages.
- 3.4 If the goods are delivered in packaging returnable to the seller, the buyer shall return such returnable packaging to the seller within a period of 20 days from the date of acceptance of the goods. The seller is authorised to charge

a contractual fine of €5 per individual package for every commenced day of default. If packaging is not returned within 40 days from acceptance of the goods, the buyer commits to pay the purchase price for the packaging (regardless of any paid contractual fines), which shall be invoiced subsequently.

- 3.5 A buyer securing carriage of the goods is aware that loading of goods is conducted at the seller's facility on business days only and from 6:00 am to 2:00 pm, unless the parties agree otherwise.
- 3.6 If the buyer secures carriage of the goods, the buyer commits to use a carrier that is compliant with EU and Slovak regulations for carriage of goods with properties pursuant to ADR regulations. If the buyer's carrier is not compliant with the above, the seller is authorised to refuse to load the goods. Application of such right on the part of the seller does not constitute breach of its agreed commitments and does not entitle the buyer to any compensation for damages.
- 3.7 The buyer is obliged to notify the primary person in charge and authorised to declare the goods at the EU's external border with respect to goods for export and where the buyer directly or indirectly via an agent secures transport and requires customs clearance from the seller during importation at the destination, and must secure the timely return of part 3/8 of the JCD to the seller.
- 3.8 Excepting instances involving the intentional unlawful actions of the seller or gross negligence on the part of the seller, the seller is not liable for any damages incurred by the buyer or damages incurred by a third party involved in the performance of the agreement. The buyer is liable to the seller for ensuring the buyer's employees or parties so authorised by the buyer (and whom the buyer is obliged to inform of their duties) and who are at the seller's site (the seller's registered office) comply with the strict prohibition on smoking, the consumption of alcoholic beverages or other inebriating and psychotropic substances, the prohibition on photography, OHS, fire prevention and accident prevention requirements, the rules of the road and other measures taken by the seller with respect to environmental protection and all other valid legislation concerning OHS, fire protection, accident prevention and environmental protection.
- 3.9 The seller may ban persons failing to comply with the obligations under Subsection 3.8 herein from entering the seller's site and revoke their permission to access the seller's site. The buyer is liable to the seller for all damages incurred by the seller as a result of such breach on the part of the buyer. The seller may charge the buyer a contractual fine of €200 for violation of the buyer's obligations under Subsection 3.8 herein and for

each individual violation. Application of such contractual fine has no prejudice on the seller's entitlement to compensation for damages.

- 3.10 The buyer shall ensure that all its employees and their authorised persons entering the seller's premises in connection with the unloading of goods use the required personal protective equipment as specified under applicable and valid legislation and the seller's regulations over the duration of their time at the seller's site. No motor vehicle will be admitted to the seller's site without physical use (actual use) of the mandatory gear by every member of a vehicle's crew as specified below. The seller's security guard shall conduct an inspection of such gear and the use of all mandatory gear by every crew member. The mandatory gear for vehicle crew members includes: a safety helmet, safety glasses, work gloves, work apparel (coveralls) and work shoes. Such action on the part of the seller is not considered a violation of the seller's obligations under a confirmed order or concluded agreement and does not entitle the buyer to any compensation for damages. The buyer is liable to the seller for all damages incurred by the seller as a result of such breach on the part of the buyer.
- 3.11 Upon conclusion of the purchase agreement, the buyer confirms that it has been fully instructed by the seller on the properties of the goods and its obligations for their storage and handling to ensure they are not damaged or degraded.
- 3.12 The buyer is liable to the seller for damages resulting from failure to comply with the above obligations and commits to provide indemnification immediately after it receives specification of the specific damages to the seller.

Article IV.

Liability for defects in the goods

- 4.1 Unless agreed otherwise in writing, the seller provides a guarantee with respect to the quality of the goods as specified in the seller's internal product standard, which is an indivisible part of the agreement.
- 4.2 The seller manufactures the goods pursuant to agreed (international, domestic or other technical) specifications for the chemical, mechanical, physical, superficial, dimensional or other agreed characteristics. Any technical specifications and/or any other additional requirements on the part of the buyer must be defined in writing in the agreement to be considered binding. Only those technical specifications contractually binding for the seller related to the quality and properties of the goods apply and it likewise applies that
- no other warranties, guarantees or other obligations on the part of the seller with respect to the quality and properties of the goods are established.
- 4.3 The seller is not liable to the buyer for any indirect damages, including those related to production losses, lost profits or expected profits, losses from expected future sales or any other costs. Damages or other penalties that the seller is obliged to pay the buyer for breach of the purchase agreement shall not exceed the value of the purchase price for the goods under the individual seller-confirmed orders affected by such breach. Such restriction on indemnity is based on the potentially foreseen consequences of a breach of the purchase agreement and resulting damages. Excepting instances involving the intentional unlawful actions of the seller or gross negligence on the part of the seller, the seller is not liable for any damages incurred by the buyer's personnel or damages incurred by a third party involved in the performance of the agreement.
- 4.4 The buyer is responsible for the cleanliness of packaging provided by the buyer if the goods are loaded into packaging provided by the buyer.
- 4.5 If the buyer secures the carriage of the goods, the buyer is responsible for the cleanliness of such means of carriage (e.g. road tanker, tanker trailer or rail tanker). Claims involving contamination of the goods as a result of a breach of such obligation are disallowed; any such claim will be rejected.
- 4.6 If the buyer secures the carriage of the goods, the buyer shall ensure the buyer's carrier provides the seller with proof of the cleaning of the corresponding means of transport (e.g. road tanker, tanker trailer or rail tanker). If the buyer's carrier does not provide proof of the cleaning of the means of transport, the seller is authorised to refuse to load the goods. Such action on the part of the seller is not considered a violation of the seller's obligations under the concluded agreement and does not entitle the buyer to any compensation for damages.
- 4.7 If the buyer breaches any of its obligations to care for the goods during carriage, storage, inspection or control under the provisions of the agreement, the seller reserves the right to reject any claims involving defects in the goods resulting from such breach of obligations.
- 4.8 The seller shall inspect the goods or secure their inspection immediately upon delivery of the goods.
- 4.9 The buyer does have the right to file claims involving the goods. A claim involving the quality of the goods may only concern qualitative parameters as specified in the in-house standard for the product as specified in the agreement.
- 4.10 Claims must be filed by email, fax or in writing immediately or within 3 days from

acceptance of the goods by the buyer for quantity-related claims and within 10 days for quality-related claims.

- 4.11 No claims involving goods authorise the buyer to refuse to complete payment or to refuse to accept additional deliveries from the seller.
- 4.12 The seller shall respond to all received claims within 15 business days from their receipt.
- 4.13 The claims record shall contain a detailed description of the specific defect involved, its manifestation and its consequences. The buyer shall store all goods involved in a claim involving the seller separately in their original condition and packaging to allow the seller's representatives to inspect them and must make a minimum of 70 % of the goods at the designated place of delivery available to the seller for such purposes, unless otherwise agreed with the seller in writing. The buyer shall demonstrate that the goods involved in a claim with the seller are not contaminated or mixed and that they have not come into contact with any other product.
- 4.14 Without the prior written consent of the seller, the buyer is not authorised to use, consume or sell any goods involved in a claim, essentially any use or sale thereof without the prior written consent of the seller shall result in the goods being considered sold free of defects and in accordance with the agreement. The buyer is not authorised to seek compensation for defective goods if it fails to allow the seller to complete an inspection of the goods or the goods involved in a claim are not made available for such inspection. Upon written request of the seller, the buyer shall permit representative sampling of the goods involved in a claim under valid standards for the purposes of analysis and repeatedly, jointly or independently performed by an independent third party.
- 4.15 If the seller honours a claim made by the buyer, the seller is authorised (a) to deliver replacement or missing goods in a reasonable period or (b) provide the buyer with a reasonable discount from the price.
- 4.16 The seller is not liable for defects in the goods caused (a) by the failure of the customer to follow recommendations, (b) by the unconventional, unqualified or improper storage, use or testing of the good, (c) by attempts to modify or repair the goods without prior written authorisation from the seller, (d) by reasons related to improper handling, transport or storage of the goods, or (e) by any other causes other than standard use of the goods.

- 4.17 If a claim from the buyer is not honoured, the seller has the right to charge all related costs to the buyer.

Article V. Force majeure

- 5.1 None of the parties is liable for default or the complete or partial non-fulfilment of their obligations under the agreement in the scope in which such non-fulfilment or default was the result of extraordinary circumstances outside of the reasonable control of the affected party, which could not be reasonably expected to predict or otherwise overcome, including events such as natural disasters, wars, military operations of varying types, rebellion, civil unrest, sabotage, revolution, pirate acts, explosions, fires, floods, general strikes, lockouts, official interventions of a legal or illegal nature, terrorism or other circumstances occurring independently of the will of the parties, outside of their control and that are unavoidable or otherwise impossible to overcome or reverse (each such event as "force majeure event").
- 5.2 The party affected by such complete or partial inability to fulfil its obligations under the agreement as a result of a force majeure event shall inform the other party of the occurrence/end of such event via fax or email within ten (10) days from the occurrence/end of such event, whereby such notification must be confirmed by the hard copy version of such original sent to the other party within another ten (10) days.
- 5.3 If a force majeure event endures for less than sixty (60) consecutive calendar days, the parties shall maintain the right and obligations under the agreement and the period to comply with such obligations and the duration of the agreement itself shall be extended by the duration of such force majeure event.
- 5.4 If a force majeure event endures for more than sixty (60) consecutive calendar days, the parties shall be authorised to withdraw from the agreement with immediate effect upon delivery of notification thereof to the other party and without any right or obligation for indemnification, excepting damages occurring before the start of such force majeure event or damages unrelated to such force majeure event.
- 5.5 The party not notifying the other party of withdrawal as specified in Subsection 5.2 herein shall indemnify the other party for all damages caused by the breach of these obligations.

Article VI.

Termination of the agreement

- 6.1 Each party is authorised to give written notification of the intent to withdraw from the agreement if:
- a) the other party repeatedly (at least twice) breaches the agreement, or
 - b) the other party materially breaches the agreement. A material breach of agreement is defined as a breach of the payment terms, the buyer's default in payment of any outstanding receivable to the seller (regardless of the legal title for their establishment) involving the buyer under any agreement, violation of the obligation to secure payment of the purchase price for the goods or failure to cooperate during delivery of the goods, or
 - c) for other reasons specified in the agreement.
- 6.2 Withdrawal from the agreement takes effect on the date of its delivery to the other party. The legal effects of withdrawal from the agreement take effect on the date of delivery of withdrawal to the other party. The legal effects of withdrawal from the agreement occur even if the other party refuses to accept withdrawal from the agreement or if the other party interferes with delivery of withdrawal from the agreement through intentional actions or through negligence or if the postal service returns the letter containing withdrawal from the agreement as undeliverable.

Article VII.

Legal clause

- 7.1 The parties agree that all rights and obligations of the parties established on the basis of the agreement, and all rights and obligations that are not specifically defined in the agreement, including non-contractual matters between the parties, are subject to valid and generally binding Slovak legislation. Unless otherwise specified in the agreement or herein, cogent provisions of the Slovak Commercial Code apply preferentially.
- 7.2 To clarify, the seller reserves all rights under valid legislation and individual entitlements under the agreement or herein, or under valid legislation, may be enforceable independently of one another. Default in the application or failure to apply any of the seller's rights under the agreement or herein, or under valid legislation, does not constitute waiver of such right or result in the expiration of such right.
- 7.3 The parties shall act in good faith and make every reasonable effort to resolve disputes between them occurring as a result

of the agreement or in connection therewith, its breach, cancellation, expiration or invalidity, by engaging in negotiations and reaching an agreement on any disputed claims. If no such agreement is reached on their disputed claims, the parties may seek redress for their disputes through the Slovak courts.

- 7.4 The parties agree that Slovak courts maintain exclusive jurisdiction to resolve disputes that arise from the agreement or in connection therewith, including without restriction any disputes concerning the validity, interpretation or cancellation of the agreement and any disputes that are not resolved upon agreement, and petitions to resolve such matters shall be filed with:
- a) Bratislava I District Court, as the court with jurisdiction over the seller in Slovakia if the buyer maintains its registered office or place of business outside of Slovakia; or
 - b) the Slovak court with jurisdiction over the matter at hand pursuant to Slovak legislation if the buyer maintains its registered office or place of business in Slovakia.
- 7.5 If any provisions of the agreement or hereof are or become invalid, ineffective or unenforceable for any reason in the future, such fact does not and will not result in the invalidity, ineffectiveness or unenforceability of the remaining provisions of the agreement or hereof.
- 7.6 The parties agree in a binding manner and without objection to the fact that all actions taken and exchanged between the parties via email that provide a permanent and credible record of such agreement between the parties are considered by the parties as legally acceptable and binding, validly concluded, in force and agreed upon in written form.
- 7.7 In instances where documents must be delivered in writing under the terms of the agreement, order, herein or valid legislation, documents shall be delivered to the addresses of the parties specified in the agreement or order or to another mailing address notified in writing by the other party at least 14 days prior. Delivery in writing is considered complete at the moment the other party takes receipt of the document, or the post office or courier service returns it to sender as undeliverable. Delivery takes effect on the date of return if the recipient fails to take delivery through its intentional actions or neglect, including if the party refuses to take delivery of the document. Delivery is considered completed on the 7th (seventh) day from the submission of the parcel for delivery if not returned as undeliverable for any reason.

Article VIII.

Final provisions

- 8.1 Any prior agreements or declarations of any kind between the parties and subject to the General Terms and Conditions of Purchase Agreements for Sales of Chemko, a. s. Slovakia are hereby superseded.
- 8.2 These general terms and conditions are an indivisible part of every agreement under the provisions of §273 of Act No. 513/1991 Coll., the Commercial Code of Slovakia, as amended. The parties are bound to the following order of priority:
1. provisions agreed upon by the parties in an agreement,
 2. provisions hereof,
 3. the Commercial Code and related legislation valid and applicable in Slovakia.
- 8.3 The buyer commits to notify the seller without any undue delay over the valid term of their contractual arrangement of any change to its identification and other required details, especially with respect to its dissolution, termination, division, merger, change in ownership, or entry into liquidation, bankruptcy or restructuring. The buyer shall indemnify the seller for all damages and all costs incurred by the seller to determine changes to the buyer's data resulting from failure to comply with any of these obligations.
- 8.4 The buyer commits to notify the seller over the duration of their contractual arrangement of every change to its complete identification data and other necessary details without delay, especially information concerning a change in its business name, registered address, registration in the given trade register, changes to authorised representatives of the buyer or the manner in which they function as its officers, current bank details, account number and other invoicing data, as well as any information concerning its dissolution, termination, division, merger, change in ownership, or entry into liquidation, bankruptcy or restructuring. The buyer shall indemnify the seller for all damages and all costs incurred by the seller to determine changes to the buyer's data resulting from failure to comply with any of these obligations.
- 8.5 An agreement may only be modified or terminated with the written consent of the authorised representatives of both parties thereto.

In Bratislava, date 01/07/2016