

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (“**GTCS**”) apply to all agreements between the **Sovitec Group Companies** set out in 1.1 (“**Sovitec**”) and a Purchaser (“**Purchaser**”) for the sale and delivery of products, accessories or services from Sovitec (“**Goods**”).

1. Sovitec Group Company

Sovitec Belgium SA, Fleurus, Belgium; Sovitec France SAS, Florange, France; Sovitec Ibérica SAU, Castellbisbal, Spain; Sovitec Glasperlen GmbH, Schönborn, Germany; Sovitec GmbH, Saarbrücken, Germany; Sovitec International BV, Utrecht, Netherlands; Sovitec Mondial SA, Fleurus, Belgium and these companies’ subsidiaries.

2. Complete Agreement

2.1 These GTCS shall apply to all Goods that are sold by Sovitec or its authorized representative or agent (“**Seller**”) to the Purchaser. GTCS together with Seller’s specific conditions contained in its attached order confirmation (“**Order Confirmation**”) and only such other documents, as are specifically incorporated herein by reference, constitute the entire agreement between Purchaser and Seller, and supersede, in their entirety, any other terms and conditions proposed by Purchaser and any oral or written communications that are not expressly incorporated herein.

2.2 Agreements entered into between Seller and third parties shall only become valid upon Seller’s express prior written confirmation. In the absence of a clause to the contrary, documentation, catalogues and estimates are sent for information purposes only, and Seller’s offers are not binding without Order Confirmation. No additions to or variations from the terms hereof, whether set forth in Purchaser’s purchase order or in any other documents, including shipping documents, shall be binding upon Seller unless expressly agreed in writing by Seller. Purchaser’s signature and return of Order Confirmation or, in the alternative, Purchaser’s failure to reject it within three days from receipt thereof, shall constitute Purchaser’s acceptance of the contractual terms defined herein.

2.3 Seller’s failure to exercise any right arising from any default of Purchaser hereunder shall not be deemed a waiver of such right. In the event of a sale concluded via an electronic market place, Order Confirmation will include all of the specific elements constituting the Purchaser’s purchase as expressly confirmed by Seller.

2.4 In case the Purchaser should annul an Order, Seller reserves herself the right to claim the execution of the order and/or claim damage equal to 30% of the total amount of the order, without prejudice of the right for Seller to claim higher damages.

3. Prices

3.1 Unless otherwise stated in the Order Confirmation all prices shall be in Euro and shall be valid “ex works”, as defined by Inco Terms 2010 (“**EXW**”) or the Inco Terms applicable at the time of the Order confirmation.

3.2 The legally applicable VAT is not included in the price. It will be applied at the rate valid at the date of invoicing.

3.3 Purchaser shall pay all taxes and charges for transportation, insurance, storage, handling, demurrage, import and export duties, excise duties and similar items. Any increase in any

such charges that becomes effective after the date of Order Confirmation shall be borne by Purchaser. The packaging is included in the price. Purchaser shall pay possible taxes and/or costs for packaging recycling according to his own legislation.

3.4 Prices are subject to alteration in case of increase of the raw material prices, personnel costs and general costs, independently of the will of Seller and will be notified to the Purchaser.

3.5 All prices are calculated on the basis of Goods measured and weighted at the departure point.

4. Transport

The Goods are sold and certified at Sovitec's designated plant or shipping facility. Any transport is always at the Purchaser's own risk, irrespective of the conditions in the contract and the way in which the price is established.

Seller intervenes in the organization of the transport only as the representative of the Purchaser.

5. Terms of Payment

5.1 The Purchaser shall pay Sovitec the amounts charged to him, in the currency agreed upon, within the period of time agreed upon. All payments, either of the entire consignment or, in case of delivery in installments, of the goods delivered, shall be effected into the bank account specified by Sovitec. All amounts charged to the Purchaser shall be paid without any deduction, withholding, set-off or compensation. The Purchaser shall never be entitled to suspend his obligations, even in such circumstances as dispute.

5.2 Invoices of Seller are deemed to be accepted if no complaint is received by Seller within 8 days starting from the invoice date.

5.3 The Purchaser shall have to pay an interest of 1% per month on all amounts that have not been paid on the last day of the term of payment, as from such day, without any notice of default being required.

5.4 If the Purchaser has not paid the amount due with interest on expiry of a term of 30 calendar days, the Purchaser shall be obliged to compensate Sovitec for all legal and non-legal expenses. The non-legal expenses to be paid shall be fixed at 10% of the amount to be paid by the Purchaser at the moment at which the term of payment expires. It shall also result in all sums due which are to be paid by Purchaser, even those that have not yet matured, becoming immediately payable without notification on the part of Seller.

5.5 Cash discounts shall not be deducted, unless such discounts have been specifically agreed in writing.

5.6 In the event of payment delay, Purchaser shall not be entitled to take any steps (neither sale, nor processing) which may affect Goods.

5.7 In case of late payment, the Seller shall be entitled to suspend any further delivery of Goods for any order placed by the Purchaser.

6. Transfer of Risk – Delivery – Shipment – VAT

6.1 Unless otherwise expressly agreed in writing, the transfer of risk shall take place at Sovitec's designated plant or shipping facility.

6.2 Purchaser agrees that delivery of the Goods shall be EXW Sovitec's designated plant or shipping facility. Delivery can always be made from other locations than those specified, if any, in the Order Confirmation.

6.3 The Delivery dates that are indicated by Seller are provided for guidance and can be extended with maximum two months..

- 6.4 Unless otherwise expressly agreed in writing, delays in Delivery shall not entitle Purchaser to claim any damages resulting therefrom. Delays in Delivery shall only entitle Purchaser to cancel Goods not yet in the process of manufacture and only having granted Seller a reasonable grace period in order to remedy said delay and only after having sent Seller a formal notice of default.
- 6.5 In the event that the supply of Goods is entitled to VAT exemption due to intra-community sales or the export destination of Goods delivered, and Purchaser takes Delivery at his own risk and own expense for the whole or for a part of the carriage of transport (delivery terms EXW, FOB, FCA, etc.) Seller shall only be bound apply for a VAT exemption if Purchaser provides it with substantial proof of carriage or transport to the country of destination.

7. Force Majeure

Seller's manufacture shipment and delivery of Goods hereunder shall be subject to, and Seller shall not be liable for, any delay in or impairment of performance resulting. Force majeure. Force majeure includes, but is not limited to, circumstances such as in whole or in part from any war (whether or not declared), strike (even at the supplier of the Seller), labor conflict, civil unrest, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, laws, regulations, orders or acts of any governmental agency or body, or any cause beyond the reasonable control of Seller, or rendering performance by Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which the Order Confirmation was issued. In any such event, Seller shall be entitled to such additional time to perform as may be reasonable necessary, and shall have the right to apportion its production among its Purchasers in such a manner as it may deem equitable. This provision shall apply, mutatis mutandis, to Purchaser. The occurrence of any such event of force majeure shall be notified in writing to the other party within 3 days of the occurrence of any such event.

8. Liability – claims

- 8.1 Goods are manufactured and delivered in the quantities and with the tolerances with regard to appearance, dimensions and weight in accordance with the standards or specifications stipulated by the Purchaser or, failing this, with the conventional standards.
- 8.2 Seller guarantees that Goods are in conformity with the specifications contained in Order Confirmation. Purchaser shall have communicated to Seller all necessary information to ensure (a) the adequate elaboration of these specifications and (b) relative to the transformation and/or the final use of Goods and recognizes that Sovitec's obligation of conformity only has to be fulfilled when the necessary information has been provided by the Purchaser and is fully satisfied when these specifications have been met at the time of Delivery.
- 8.3 Any technical advice provided by Seller, before and/or during the use of Goods, whether provided verbally or in writing or by way of trials is given in good faith but without any warranty on the part of Seller.
- 8.4 Seller's advice shall not release Purchaser from its obligation to inspect and test the Goods supplied by the Seller as to their suitability for the intended processes and uses. Any costs in respect of such inspection and test shall be borne by the Purchaser. The use and processing of Goods are solely undertaken at Purchaser's risk.
- 8.5 Complaints regarding quantities, weights and dimensions shall be admissible only if they are notified to Sovitec, by registered letter return receipt requested, no later than 5 (five) days

after Delivery and before any processing, combination or mixing has taken place and provided that the necessary reservations have been made to the carrier immediately upon arrival of the Goods.

- 8.6 Undetectable defects at delivery must be notified to Seller immediately upon discovery, by registered letter return receipt requested, but, in any event, no later than 6 (six) months after Delivery (Purchaser having the obligation to inspect Goods thoroughly during the above mentioned period and before Goods undergo any processing).
- 8.7 No complaint shall be admissible:
 - if the conditions for the use of Goods fail to meet professional standards and/or the instructions of the Seller
 - in case of damages caused by an error, negligence of or unauthorized repair, use or maintenance by Purchaser, or one of its employees or a third party. In this respect the Purchaser is obliged to provide Sovitec with complete processing and application data.
 - in case of normal wear or damages caused by force majeure, an unknown or external cause or abnormal unspecified conditions.
- 8.8 In any event, Purchaser (i) must fulfill its obligation of mitigation of damages and (ii) is not entitled to delay the payment of any outstanding invoices.
- 8.9. If Goods are considered by Seller as defective, then Seller is exclusively obliged, at its sole discretion, either (i) to replace or reimburse such Goods, or (ii) to reduce the price of such Goods. This clause does not prejudice the application of the mandatory provisions of the Directive 85/374/EEC of 25.07.1985 and its executing laws.
- 8.10. Seller shall not be liable for any loss of processing expenses, loss of production, loss of revenue and/or any other consequential or special loss or damage directly or indirectly sustained by Purchaser or any other person whatsoever. The Seller shall not be liable for damage to (real) property or third parties after delivery of the Goods, without prejudice to the application of the mandatory provisions of the Directive 85/374/EEC of 25.07.1985 and its executing laws.
- 8.11. Seller can only held liable for damages caused by its gross negligence or willful misconduct duly proved by Purchaser, and Seller's liability will in any event be limited to 100% of the invoiced value of the defective or damaged Goods, without prejudice to the application of the mandatory provisions of the Directive 85/374/EEC of 25.07.1985 and its executing laws.
- 8.12. Purchaser shall indemnify and hold the Seller harmless against all claims from third parties for damage caused by the Purchaser and/or its personnel or consultants/agents and for damage caused by the Goods after delivery.

9. Retention of title

- 9.1. Supplied goods ("**Goods under retention of title**") shall remain Sovitec's property until fulfilment by Purchaser of its payment obligations as described above.
- 9.2. In the event that the Goods are processed, combined, and/or mixed by Purchaser with other goods, then Sovitec shall acquire co-ownership of the new product to the extent of the invoice value of the Goods under retention of title to the invoice value of all goods, which were used for manufacturing the new goods. If Sovitec's ownership ceases as result of combining or mixing, the Purchaser hereby assigns title to the new products or materials to the extent of the invoice value of the Goods under retention of title and shall store these on Sovitec's behalf

free of charge. The Goods subsequently co-owned by Sovitec shall be deemed to be Goods under retention of title pursuant to Article 8.1 above.

- 9.3. The Purchaser may only re-sell, process or mix the Goods under retention of title with other materials in the ordinary course of its business and if it is not in default. Pledges and transfer of ownership as security shall not be permitted. If payment of the purchase price by the customer is deferred the Purchaser shall retain title to the Goods under retention of title vis-à-vis its customer on the same terms and conditions applied by Sovitec to retain title of the Goods.
- 9.4. In the event of re-sale of the Goods under retention of title, the Purchaser hereby assigns to Sovitec as security claims for sums due to the Purchaser from the re-sales – where Sovitec co-owns the Goods under retention of title in proportion to Sovitec's co-ownership rights. The same applies to any other claims superseding the Goods under retention of title or otherwise arising with respect to these, such as insurance claims in the event of loss or destruction. Sovitec hereby revocably authorizes the Purchaser to collect the claims assigned to Sovitec in its own name and for the account of Sovitec. Sovitec may only revoke this collection authority in the event of realization.
- 9.5. In the event of seizure of Goods under retention of title by any third party, in particular by attachment, the Purchaser shall immediately disclose to such third party Sovitec's ownership of the Goods and notify Sovitec thereof accordingly to enable Sovitec to assert its ownership rights. To the extent that the third party is unable to reimburse Sovitec for the legal costs incurred in this connection, the Purchaser shall be liable for payment of such costs.
- 9.6. Should Sovitec rescind the contract due to a breach by the Purchaser of any terms of the contract, in particular in the event of delayed payments, Sovitec has the right to demand the return of Goods under retention of title.
- 9.7. If requested, Sovitec shall release the Goods under retention of title and any items or claims superseding them at its discretion to the extent that their value exceeds the amount of secured claims by more than 50%.

10. Rights of Sovitec – Refuse of performance / Assignment

- 10.1 Sovitec may refuse performance under the contract, if
 - (i) the Purchaser falls into arrears with acceptance of a Delivery or Payment under this contract or any other contract concluded with a Sovitec company,
 - (ii) doubts arise as the Purchaser's solvency and willingness to pay,
 - (iii) the Purchaser's company is liquidated or transferred to a competitor of Sovitec,
 - (iv) the credit limit of Sovitec's credit insurance for the delivery of the Goods is exceeded.

In such cases, Sovitec shall not be bound by any agreed upon credit terms and shall be entitled to demand advance payment from the Purchaser in cash either prior to the dispatch of Goods or prior to their manufacture or the Purchaser will provide security acceptable to Sovitec. In case the Purchaser does not execute the cash payment or provides the requested security, Sovitec shall be entitled to suspend the delivery and/or to dissolve any other agreements entered into with the Purchaser or to suspend their implementation, without any liability for damages.

In the case of 10.1(i) the joint and several claims of all Sovitec companies against the Purchaser shall become due immediately, even if bills of exchange, cheques or similar instruments had been provided to this end or payment has been deferred.

10.2 The contracting Sovitec company is entitled to assign, without the consent of or notice to the Purchaser, (a) any and all contractual rights and obligations to another company in the Sovitec group, including, but not limited to, the Sovitec Group companies listed in Article 1 and (b) any and all rights to receive payment under any contract with Purchaser to another company in the Sovitec Group, including, but not limited to, the Sovitec companies listed in Article 1 or to a third party.

11. Final provisions – Applicable law / Place of Jurisdiction / Severability / Written form

11.1 The place of performance for Delivery and Payment shall be the seat of the contracting Sovitec Group company.

11.2 The contract shall be governed by the law of the country where the seat of the contracting Sovitec Group company is registered. The applicability of the UN Convention on the International Sale of Goods is excluded for any contract of sale concluded with any company member of the Sovitec Group Companies.

11.3 Any disputes arising from or in connection with contracts to which the GTCS apply shall exclusively be settled in the courts having jurisdiction at the contracting Sovitec company's domicile. Sovitec reserves the right to bring proceedings against the Purchaser before the competent court having jurisdiction at the Purchaser's domicile.

11.4 If at any time any provision of the GTCS is or becomes invalid this shall not affect the validity or enforceability of the remaining provisions. In this case, the provision in question shall be replaced with provision with a similar economic effect to that intended by the parties.

11.5 No amendment or modification of the GTCS including this clause regarding written form shall be effective unless made in writing.