GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

1. SCOPE

These General Terms and Conditions shall exclusively apply to traders and legal entities under public law (hereinafter referred to as the 'customer') in respect of all our quotations, contracts, deliveries and other performances (hereinafter referred to as the 'delivery'), also in all future business relations between Chem-Trend CZ s.r.o. as the seller and the customer, even if they are not explicitly agreed upon again. These Terms and Conditions shall be deemed accepted upon order placement or receipt of the products forming the subject matter of the Supply (hereinafter also referred to as the 'goods') at the latest. We hereby explicitly object to any deviating or supplementary terms and conditions set by our customer; they shall not be binding for us; such terms and conditions shall only apply if we have expressly agreed to them in writing. Also, in case we participate in a customer's electronic platform and activate any dialogue boxes requested by the system, such activation does not constitute an acceptance of the terms of use or any other general terms and conditions of the customer.

Should any provision of the present General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions thereof.

2. FORMATION OF CONTRACTS, DOCUMENTS, COPYRIGHTS AND OTHER INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

2.1 Our offers are not binding. A contract shall only come into force upon our order confirmation in writing form. Solely our order confirmation in writing form is relevant for the date, kind and quantity of the delivery. If the order is not confirmed by us in writing form the contract shall come into force upon performance of the order at the latest. Statements made orally or by phone by our representatives shall be legally binding only if confirmed in writing form.

2.2 We reserve all proprietary rights and copyrights to cost estimates, concepts, designs, drafts, drawings and other documents; these may be modified or made available to third parties only with our explicit approval. Drawings and other documents provided as part of an offer must be returned to us upon request at any time and in any event if the order is not placed with us. In case we deliver items according to drawings, models, samples or other documents provided by the customer, the customer shall ensure that no copyrights or other intellectual and industrial property rights of third parties are not infringed. If a third party, by invoking proprietary rights, prohibits in particular the manufacturing and delivery of such items, we shall be entitled to suspend all relevant activities and to claim damages without being obliged to analyse the legal situation (see also clause 8.3). In addition, the customer shall immediately indemnify us from any third-party claims related to documents provided to us by the customer.

2.3 We reserve the right to charge the costs for samples and testing parts as well as for tools required for their manufacturing. In case of doubt, payment shall be due and payable after acceptance of the first sample, test component or tool. Costs will be charged for pro-curing and manufacturing the tools required for serial production, unless agreed otherwise. In any case we maintain title to all tools made or procured by us even if the procurement or manufacturing costs are wholly or partially covered by the customer.

2.4 We shall be entitled to procure the materials for the entire order and to manufacture the total order quantity immediately. Any customer requests for changes after order placement can, therefore, not be taken into consideration, unless explicitly agreed otherwise.

2.5 To the extent necessary for manufacturing or planning related reasons, our deliveries may exceed or fall short of the agreed quantity by up to 10 %.

3. PERFORMANCE DESCRIPTION

3.1 The characteristics of the subject matter of the Supply and Performance are definitively specified by the expressly agreed elements of performance (e.g. specifications, markings, approvals, other details). We are not bound by any characteristics of the Supplies and Performance other than those expressly agreed. A warranty regarding a specific purpose of use or regarding a specific suitability, service life or usability after the transfer of risk, going beyond the warranty provided for in this agreement on characteristics, is provided only if this is expressly agreed in writing; otherwise, the risk relating to the suitability and use of the goods lies exclusively with the customer.

We reserve the right to make deviations from physical and chemical parameters – including colours, formulations, chemical impurities, processes and the use of raw materials – that are customary in the trade or technically unavoidable, provided that this can reasonably be expected of the customer.

3.2 Details of the delivery item (e.g. as provided in catalogues, product information, electronic media or on labels, such as "best before" information) are based on our general experience and knowledge and are for purposes of reference value or labelling only. These product details as well as expressly agreed features or application purposes shall not relieve the customer from the obligation to test the product for the intended purpose and to take the respective measures for careful storage.

3.3 Details of quality, durability and possible uses of our products do not include any guarantees, unless such details are explicitly specified as guarantee in writing.

4. DELIVERY AND DELIVERY TIMES

4.1 Lead times are provided for information purposes only and shall be non-binding, unless it is explicitly agreed that the delivery date shall be fixed, i.e. it is put in writing that the customer has no further interest in the delivery after the agreed date. Confirmed delivery dates are subject to the correct, complete and timely receipt of supplies by us. Delivery deadlines shall be considered as met if prior to deadline expiry the delivery item has left our facility or if we have informed the customer that the order is ready for shipment. Delivery periods shall not start to run until the customer has properly fulfilled its respective obligations and contractual duties, such as furnishing technical data and documents, approvals, making a down payment or providing a payment guarantee.

4.2 We are entitled to make partial deliveries.

4.3 Events of force majeure or other circumstances beyond our control, including pandemics, epidemics and restrictions that render the timely execution of accepted orders impossible shall relieve us from our delivery commitment as long as these events continue to exist. This means we do not assume the risk of procurement. Furthermore, we reserve the right to withdraw from the contract in case we do not receive the relevant products ourselves in spite of a respective prior procurement contract with our supplier; our responsibility for damages caused intentionally or negligently according to clause 8 remains unaffected. We will inform the customer without undue delay that the delivery item will not be available in time, and in case we withdraw from the contract we will return any consideration already received without undue delay.

4.4 It is generally not possible to return any sold and non-defective products.

4.5 If a petition for the commencement of insolvency proceedings or comparable proceedings under foreign law is filed in respect of the customer,or if the customer experiences payment difficulties or in case we become aware of a significant deterioration of the customer's financial situation, we shall be entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts, provided that a previous delivery or part of a delivery under this or other purchase contracts, or any other obligations of the customer towards us have not been settled by the agreed deadline or if we become aware of circumstances which diminish or may diminish the customer's credibility, unless the customer provides the respective consideration or, upon our request, provides appropriate securities.

4.6 In case the customer is in default of acceptance or culpable breach of any accessory obligations, the customer shall indemnify us for any damages caused and any additional costs related thereto. Further claims and rights shall remain unaffected. In case of the customer's default of acceptance or payment, the risk of accidental loss and damage of the products shall pass to the customer.

4.7 In case the products are sent to the customer or a third party at the customer's request, the risk of accidental loss or accidental damage of the products shall, in case of doubt, pass to the customer at the time of dispatch, but no later than the products have left our facility/warehouse. This shall apply irrespective of the agreed place od dispatch and irrespective of which party bears the transport costs.

4.8 Unless explicitly stated otherwise, any use of Incoterms shall be deemed as a reference to the INCOTERMS 2020 as published by the International Chamber of Commerce (ICC).

4.9 The information we provide under export law is limited to the non-preferential origin under Art. 22 et seq. of the Community Customs Code, or, upon its applicability, Art. 59 et seq. of the European Union Customs Code Regulation (EU) 952/2013, respectively, and the CN subheading in our invoices. We do not issue declarations of preferential origin (supplier's declarations / movement certificates).

5. SECURITIES

5.1 We reserve title to all delivered products until all our existing claims, including conditional and accessory claims against the customer resulting from our business relation have been satisfied; for this purpose, all deliveries shall be considered as one single delivery transaction. In case of a current account, the reservation of title shall serve as security for our outstanding balance claim. All aforementioned provisions shall also apply to future claims. In case of a material breach of contractual obligations by the customer, we may immediately retrieve the products without further notice, reasonably taking into account the legitimate interests of the customer; the customer hereby consents in advance to return the products in such instances. Retrieving the products shall only be deemed a withdrawal from the contract if explicitly so stated by us. All costs resulting from retrieving the products (in particular transport costs) shall be borne by the customer. To the extent we do not explicitly declare our withdrawal from the contract the customer may request delivery of the products only once the purchase price and all costs have been paid in full.

5.2 The customer may resell or process the delivered products or mix or combine it with other items in the course of ordinary business only; however, the customer hereby assigns to us in advance all claims resulting from the resale, processing, mixing, combining or other legal grounds related to the

delivered product (in particular from insurance contracts or unlawful acts) in the amount of the agreed final invoice total (incl. VAT). The same applies if a product is not resold but used by the customer for purposes of a contract for work and services or a contract for work and materials.

5.3 The reservation of title shall also apply to new products resulting from the processing of the initially delivered items, or their mixing or combining with other items, in each case at the full value of the respective new product. These processes shall be performed on our behalf so that we shall be deemed to be the manufacturer of the new product for ownership purposes, but not for product liability purposes. If third-party ownership rights remain after processing of our products or their mixing or combining with third party products, we shall acquire joint ownership in the new product at the ratio of the objective value of the processed, mixed or combined products. If our ownership ceases as a result of the processing, combining or mixing, the customer hereby already transfers to us his title and any expectant rights in the new product in the amount of the invoice value of the products delivered by us, and shall store it on our behalf free of charge.

5.4 The customer shall be authorised to collect debt claims from the resale assigned to us under clause 5.2 as long as we have not revoked this authorisation. We will not collect such debt claims ourselves, as long as the customer properly fulfils its payment obligations towards us. Upon our first written demand the customer shall inform us about the debtors of the assigned claims and shall notify the debtors of the assignment.

5.5 We may revoke the customer's authorisation under clauses 5.2 and 5.4 to resell the products and to collect the debt claims assigned to us with immediate effect if the customer is in default of payment to us, experiences payment difficulties due to a significant deterioration of its financial situation or does not fulfil other material contractual obligations properly. In case the customer becomes subject to insolvency proceedings, or comparable proceedings under foreign law, discontinues payments, provides formal information of its financial status, or if a change of ownership occurs in the customer's business due to payment difficulties, the authorisation to resell products and to collect the debt claims assigned to us shall cease automatically.

5.6 The customer shall store our (jointly) owned materials on our behalf free of charge and with the due care and diligence of a prudent businessman and shall insure them against fire, burglary and other usual risks. Any required maintenance and inspection services have to be timely performed at the customer's expense.

5.7 The customer must not pledge or assign as security any products delivered under reservation of title or any products processed or manufactured on our behalf. The customer shall notify us immediately of any pledge or any other interference with our ownership rights by third parties and shall confirm our title in the respective product in writing, both to us and the third party. Any costs arising from resulting legal action shall be borne by the customer.

5.8 In case the actual value of the securities exceeds the nominal amount of the secured claims by more than 10 %, we will release selected securities upon the customer's request.

5.9 In case the reservation of title under clause 5.1 needs to be publicly registered or requires any other kind of cooperation by the customer in order to be valid, the customer hereby irrevocably consents to such registration and agrees to take all necessary actions at its own cost.

6. PRICES AND PAYMENTS

6.1 Our prices are quoted in EUR and are agreed on a Free Carrier (FCA) basis (at the agreed place of delivery), subject to value added tax at the statutory rate, plus transport costs and packaging costs.

6.2 Unforeseen changes in costs beyond our control, such as costs for raw materials, wages, energy and other costs shall entitle us to adjust prices accordingly. For partial deliveries each delivery may be invoiced separately. If no specific prices have been agreed in the contract, our prices valid at the respective delivery date shall apply.

6.3 Our invoices are due immediately and payable without discount. Any discount has to be specifically agreed in writing.

6.4 We are not obliged to accept bills, cheques or other promises to pay. Their acceptance shall always constitute an equivalent non-monetary performance.

6.5 The date of receipt of payment shall be the day on which the amount is in our possession or has been credited to our bank account. In case the customer is in default of payment we may charge interest at the rate of 9 percentage points above the base interest rate for the duration of the default, plus a lump sum of 1.200 Kč. This shall not restrict our right to claim additional damages or costs.

6.6 In addition, in case the customer is in default of payment, we may choose to call due any outstanding purchase price instalments or other existing claims against the customer as well as to make future deliveries under this or other contracts subject to provision of a security in advance or simultaneous payment against delivery.

6.7 No interest will be paid on advance or partial payments.

6.8 The customer may set off or withhold payments only if his counterclaim is undisputed or res judicata. This restriction shall not apply to claims of the customer for corrective measures in relation to a defective product or completion of an unfinished product.

6.9 Upon request, the customer shall provide us with any documentary evidence for tax purposes (e.g. a written statement from the purchaser confirming receipt of the goods or documents proving that the goods were transported by an authorised third party who arranged for the dispatch or transport of the goods to another EU Member State), which we consider necessary under the applicable statutory provisions to prove our exemption from VAT for cross-border deliveries. In case of non-compliance the customer shall, after receipt of a corrected invoice, cover any VAT claims and interest imposed on us by the tax authorities. The customer shall inform us about the invalidity or any changes in its VAT identification number without undue delay.

6.10 Where invoicing takes the form of self-billing, the customer is obliged to comply with tax legislation. We shall not be liable for damages resulting from the credit note procedure, e.g. any refunds of input tax and payment of interest by the customer to the competent tax authorities.

7. CLAIMS FOR DEFECTS

7.1 We shall be liable for defects of products delivered by us only according to the following provisions.

7.2 The customer shall properly fulfil its duties regarding inspection and lodging complaints; i.e. the customer shall inspect the products without undue delay after the transfer of risk and shall notify us of any apparent defects without undue delay. if a defect is discovered later in the ordinary course of business, shall notify us of such defect without undue delay after discovery.

7.3 If defective products are delivered, we shall be given the opportunity, prior to the start of manufacturing (processing or installing), to sort out such products and to remedy the defect or to make a substitute delivery, unless this cannot reasonably be expected from the customer. In case we are unable to accomplish this or fail to comply in due course, the customer may withdraw from the contract to this extent and may return the products at our risk. In case of urgency, the customer may, following consultation with us, remedy the defects himself or instruct a third party to do so. Expenses incurred by such remedial activities shall be reimbursed by us according to clause 8.

7.4 If the defect is discovered only after the start of manufacturing or initial operation, despite the fulfilment of all duties according to clause 7.2, the customer may demand subsequent performance (rework or substitute delivery at our discretion). The delivery of defective products results in a right of retention only insofar as it is in due proportion to the respective defect and the expected costs of the subsequent performance, and provided that the customer's counterclaim is based on the same contractual relationship.

7.5 If the customer wishes to claim damages in lieu of performance, subsequent performance shall be deemed to have failed only after the second unsuccessful attempt. In case of substitute delivery, the customer is obliged to return the defective products upon request.

7.6 A withdrawal from the contract or a claim for reduction of purchase price shall be granted only if the defect cannot be remedied within an appropriate period, if subsequent performance will incur disproportionate costs, is unreasonable or must be considered as failed for other reasons. The customer shall, however, have no right to withdraw from the contract in case of minor defects.

7.7 The customer shall allow us to inspect any rejected products without undue delay; in particular these products must be stored separately and shall be made available to us upon our request and at our cost. If complaints are unfounded, we may charge the transport costs and inspection expenses to the customer.

7.8 No claims for defects may be raised in case of merely insubstantial deviations from the agreed quality, insubstantial impairment of serviceability, or if the defect can be put down to a violation of operating, maintenance or installation instructions, unsuitable or improper use or storage. This shall also apply in case of faulty or negligent handling or assembly, normal wear and tear or tampering with the delivery item by the customer or a third party.

7.9 No costs may be claimed regarding the subsequent performance, the withdrawal from the contract or damage-repair because of defective products, in particular costs for shipment, transportation, labour and material, insofar as these claims and costs result from the fact that the products have been transferred to a place different from the agreed place of performance after passing of risk. However, this does not apply in case such transfer corresponds with the normal use of the products known to us.

7.10 Damages and reimbursement of expenses may only be claimed according to clause 8.

7.11 The customer may not make the aforementioned claims for any products, which, according to mutual agreement, we do not deliver as new products.

8. LIABILITY

8.1 We shall be liable for any damages, in particular resulting from a breach of duty of care when entering into a contract (culpa in contrahendo), from a breach of obligations or from unlawful acts, only to the extent that we, our employees or vicarious agents have acted intentionally or grossly negligent.

8.2 For damages resulting from death or bodily harm or a violation of material contractual obligations, we shall also be liable for unintentional negligence. Contractual obligations shall be deemed as "material" if their fulfilment is a prerequisite for proper performance of the contract and the customer regularly trusts in their fulfilment and also may do so. In case of a violation of a material contractual obligation our liability shall be limited to the direct average damage, predictable and typical for the respective type of product. This shall also apply to a breach of obligations by our employees or vicarious agents (subcontractors).

8.3 We shall be liable for the infringement of third parties' copyrights and other intellectual and industrial property rights in connection with the sale of our products under the foregoing provisions only if the infringement results from the proper use of the product, and only to the extent such third parties' copyrights and other intellectual and industrial property rights are valid in the Czech Republic and have been published at the time of delivery. This shall not apply if we have manufactured the product according to drawings, models, or other descriptions or data provided by the customer and if we did not know or did not have to know of any infringement of copyrights and other intellectual and industrial property rights in connection with the developed product. In this case our customer is liable for any past or future infringement of third parties' copyrights and other intellectual and industrial property rights. The customer undertakes to inform us without undue delay of any potential or alleged cases of infringement of third parties' copyrights and other intellectual and industrial property rights he may become aware of, and to indemnify us from any third parties' claims, costs and expenses incurred.

8.4 Claims for defects of delivered products, including any damages relating to such defects – irrespective of the legal grounds – shall become time-barred 1 year after delivery. This shall not apply to products that, consistent with their usual application, are used in buildings and have caused the building's defectiveness; in that case claims shall become time-barred 5 years after delivery. All other claims under clauses 8.1 to 8.3 shall become time-barred according to the statutory provisions.

8.5 Claims for a reduction in price and the exercise of a right of retention shall be excluded if the claim for performance or subsequent performance has become time-barred..

8.6 Our liability for damage caused by a product defect and the end-user's right of recourse shall remain unaffected by the foregoing provisions.

8.7 We shall only be liable for claims of recourse by the customer if and to the extent the customer has not accepted obligations towards his own customer beyond the mandatory statutory provisions on remedies for defects and liability. Unless agreed otherwise in writing, clauses 7 and 8 shall apply accordingly to any claims of recourse raised by the customer.

8.8 We do not accept any further liability.

9. CONFIDENTIALITY

9.1 Customer shall keep any knowledge and information of a technical or economical nature it has received from us in connection with the business relationship ("Confidential Information") strictly confidential towards third parties at any time, even after the end of the business relationship, unless the customer proves that the Confidential Information is (i) already known to the customer or in the public domain at the time of disclosure or subsequently becomes public knowledge other than through a fault of the customer, (ii) subsequently developed by the customer completely independent from the Confidential Information, or (iii) received by the customer from a third party without breach of a confidentiality obligation.

9.2 We remain the sole owner of any documents, in particular drawings, containing Confidential Information, which are disclosed in the course of the business relationship. Any such documents must be returned to us upon our request but at the latest at the end of the business relationship. The customer has no right of retention regarding Confidential Information or documents or materials containing Confidential Information.

9.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to knowhow or copyrights of the customer and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.

10. COMPLIANCE (ADHERENCE TO LEGAL AND ETHICAL STANDARDS)

10.1 The customer undertakes not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organizations or any other criminal or anti-constitutional organizations. The customer will in particular establish reasonable organizational measures to implement applicable embargoes, the European regulations against terroristic and criminal acts and the respective requirements under US law or any other law applicable to the business relationship, in particular by implementing adequate software systems. Once a product has left our facilities, the customer shall be solely responsible for compliance with the abovementioned provisions and shall indemnify us from any and all claims or related costs resulting from the violation of the respective laws or regulations by the customer, its affiliates, employees, representatives or any of its vicarious agents, including reasonable attorney or consultant fees, administrative fees and penalties

10.2 We will reasonably comply with the obligations resulting from the European Chemicals Regulation No. 1907/2006 ("REACH") that are directly applicable to us and will be liable for breaches according to clause 8. The customer shall, however, be solely liable for any negative consequences resulting from the provision of insufficient information by the customer, including any incorrect or incomplete information relating to the use of products within the supply chain.

10.3 The customer shall comply with foreign trade law provisions, in particular with any applicable export control regulations under Czech, EU and US law.

11. PLACE OF PERFORMANCE AND JURISDICTION, OTHER PROVISIONS

11.1 For all claims resulting from our business relationship with the customer, in particular regarding our deliveries, the site from which the delivery originates shall be deemed the place of performance.

11.2 The customer may assign its claims arising from the contractual relationship only with our prior written approval.

11.3 For all claims resulting from our business relationship with the customer, in particular regarding our deliveries, the exclusive place of jurisdiction shall be the competent court at our registered office as at the date of filing the claim. This shall also apply to disputes concerning the formation and validity of a contractual relationship. We shall, however, also have the option to sue the customer in the courts competent for the customer's registered office.

11.4 If the customer's registered office is located outside the Czech Republic, we shall also be entitled to submit all disputes arising out of or in connection with our business relationship with the customer, including disputes concerning the validity of contracts, to the competent ordinary court having subject-matter and territorial jurisdiction determined by the registered office of Chem-Trend CZ s.r.o. in Prague, Czech Republic.

11.5 The business relationship with the customer shall be exclusively governed by the laws of the Czech Republic, excluding its rules of private international law, the UN Convention on the International Sale of Goods (C.I.S.G.) and other bilateral or multilateral conventions on the harmonisation of law regarding the international sale of goods.

This is a convenience translation of our Czech Conditions of Delivery and Payment (Všeobecné dodací a platební podmínky). In case of discrepancies between the Czech and the English version, the Czech version shall prevail.