

General Terms and Conditions of Sale and Delivery Kemira Chemie Ges.mbH

I. APPLICABILITY

1. These General Terms and Conditions of Sale and Delivery (GTC) shall apply to all transactions of Kemira Chemie Ges.mbH., including sales contracts, contracts for work, delivery and service.
2. Differing provisions, such as business partners' contradicting general terms and conditions shall apply only if Kemira Chemie Ges.mbH expressly acknowledges them in writing at the time of closing the contract. Lack of response on the part of Kemira Chemie Ges.mbH regarding differing conditions (in due course of correspondence as well) shall in no wise be deemed acknowledgement thereof or consent thereto.
3. Accepting delivery from Kemira Chemie Ges.mbH shall constitute acknowledgement of these GTC on the customer's part.
4. These GTC shall apply for the entire duration of the business relationship, i.e. for subsequent transactions as well. These GTC need only be provided once.

II. CONTRACTING, OFFERS

1. Any and all orders shall require written acceptance by Kemira Chemie Ges.mbH, unless they relate to a specific offer from Kemira Chemie Ges.mbH and do not deviate therefrom.
2. Contracts shall be deemed closed in every case once Kemira Chemie Ges.mbH has provided delivery or service after receiving a purchase order.
3. The customer shall be bound to its purchase order for four weeks in every case, unless a shorter term has been stated expressly and in writing. This obligation shall remain in force as long as Kemira Chemie Ges.mbH does not decline a purchase order in writing.
4. Unless agreed to the contrary in writing, the contents of the offers from Kemira Chemie Ges.mbH shall be subject to confirmation and non-binding. Kemira Chemie Ges.mbH reserves the right to effect prior sales. The documentation relating to the offer (e.g. drawings, weight data, illustrations) is only of approximate relevance unless expressly designated as non-binding.
5. The customer shall obtain and comply with any and all official authorisations and instructions required in terms of execution, assembly, accident prevention and the like; such authorisations shall not constitute conditions for contracting. They must be evidenced to Kemira Chemie Ges.mbH in due time (if required for any delivery).

III. PRICE

1. The generally applicable prices of Kemira Chemie Ges.mbH valid at the time of delivery (or prices plus VAT in the statutory amount negotiated in writing) shall apply.
2. Kemira Chemie Ges.mbH reserves the right to reduce or increase its prices in foreign currency upon invoicing such that the amount shown on the invoice corresponds to the equivalent in € as calculated on the basis of the foreign-currency debt at the time of signing the contract.
3. When delivering according to weight, the definitive weight shall be established at the dispatch point of the supplying plant of Kemira Chemie Ges.mbH.

IV. DELIVERY, DELIVERY TIME, DELAY IN DELIVERY, DISPATCH, RISK

1. The scope of delivery shall be determined based on the order confirmation from Kemira Chemie Ges.mbH. Kemira Chemie Ges.mbH shall be entitled to effect partial deliveries and partial invoicing.
2. The delivery time foreseen or negotiated shall be complied with to the extent possible, however with no binding effect (unless such binding effect has been expressly guaranteed in writing).
3. *Force majeure* of all kinds, interruptions of operations or traffic, fire damage, flooding, lack of manpower, energy, raw and ancillary materials, as well as strikes, lockouts, irregularities with dispatch, official decrees and other hindrances preventing, delaying or decreasing production, dispatch, acceptance or consumption (or making such infeasible), shall release [Kemira Chemie Ges.mbH] from its delivery and/or acceptance obligation for the entire duration and scope of the disruption. Should such disruption entail a delay of delivery and/or acceptance for more than eight weeks, both parties shall be entitled to cancel the contract. Should the supply sources of Kemira Chemie Ges.mbH discontinue in whole or in part, the latter shall not be obligated to cover its demand using pre-suppliers of other vendors. In such a case, Kemira Chemie Ges.mbH shall be entitled to distribute the available goods quantities, taking its own requirements into account.
4. Dispatch shall always be effected on the orderer's account and risk. We shall not assume any liability for damage or losses occurring during transports. In the absence of specific dispatch regulations on the orderer's part, we shall cause dispatch to be effected in the manner which we consider to be best. Should the orderer not lay down other regulations on insurance against transport damage, we may insure the dispatch at the customer's expense without further notice. However, we shall not be bound by any compulsory insurance obligation.

V. WARRANTY, INDEMNIFICATION

1. Unless otherwise agreed upon in writing, the warranty term shall amount to six months for movable goods, and two years for immovable goods respectively. Kemira Chemie Ges.mbH shall warrant for expert compliance with the acknowledged rules of technology and for the quality of the materials used.

2. Notices of defects shall only be acknowledged if they are communicated in writing within a period of eight days and, if possible, include submission of samples and supporting documents such as packing slips, invoice number, date and lettering on the packaging.
3. Kemira Chemie Ges.mbH shall not be obligated to verify the correctness of the customer's or third party's antecedent services and shall neither be liable for improper antecedent work performed by the customer or any third party without Kemira's knowledge, nor for any damage resulting therefrom.
4. The warranty obligation of Kemira Chemie Ges.mbH shall, at its own discretion, be restricted either to replacement delivery or cancellation of sale or rework.
5. If a defect is discovered, Kemira Chemie Ges.mbH shall estimate the cost of rectification without delay and announce the time required for rectification. The customer may withhold the amount required for covering rectification costs until the defect has been finally rectified. The balance shall nevertheless be due for payment irrespective of the defect.
6. The obligation of Kemira Chemie Ges.mbH to effect indemnification for whatever legal reason shall be limited to the invoice value of that quantity of its commodities which is directly involved in the damage-causing occurrence. It is agreed that damages may only be claimed in the case of intent or gross negligence on the part of Kemira Chemie Ges.mbH.
7. In the case of parts not produced by Kemira Chemie Ges.mbH, the latter shall be bound by this warranty – in deviation from the foregoing conditions – only within the scope of warranty claims pending against any sub-supplier.
8. Kemira Chemie Ges.mbH agrees with the customer to preclude any and all protective effect which may result from this contract to the benefit of third parties.
9. Should the customer intend to recover against Kemira Chemie Ges.mbH by invoking product liability, the customer must notify Kemira Chemie Ges.mbH of such recovery claims within three weeks of discovery (and without delay if such claims are asserted in court). Failure to do so shall deprive the customer of any and all recovery claims.
10. Liability for property damage caused by a defective product shall be precluded. Property damage which a consumer sustains shall be excepted from this preclusion of liability. The customer shall undertake to assign this preclusion of liability to his/her legal successors, obligating them to delegate such preclusion onto their own respective successors.
11. The customer shall expressly waive any and all other claims against Kemira Chemie Ges.mbH., on grounds of consequential damage in particular.

VI. TECHNICAL CONSULTATION IN TERMS OF PRODUCT APPLICATION

The customer shall be exclusively responsible for application, use and processing of the goods purchased. Any technical consultation provided by Kemira Chemie Ges.mbH in terms of product application (both orally and in writing), shall be deemed non-committal and mere advice only (also with regard to protective rights vis-à-vis third parties), and thus shall not release the customer from conducting its own check of the products concerning their suitability for the intended procedures and purposes. Application, use and processing of the

products are beyond the control of Kemira Chemie Ges.mbH and therefore the exclusive responsibility of the customer.

VII. PAYMENT, RETENTION OF TITLE

1. Unless otherwise agreed upon in writing, any compensation (such as purchase price and wages) shall be due as soon as the goods leave the works.
2. Payments shall not be deemed effected until the amount (without deductions) is definitively at the disposal of Kemira Chemie Ges.mbH or its bank account.
3. Kemira Chemie Ges.mbH reserves the right to use payments for purposes of settling those invoice items and costs first (plus default interest accrued thereon) which have the earliest maturity dates, viz. in the following sequence: costs, interest, principal claim.
4. In the event of default in payment, Kemira Chemie Ges.mbH shall be entitled to charge default interest due at once in the amount of 8% above the respective discount rate of the Austrian National Bank, plus VAT.
5. The customer shall not be entitled to withhold payments by invoking warranty or other claims against Kemira Chemie Ges.mbH, particularly for lack of maturity.
6. Goods shall remain the property of Kemira Chemie Ges.mbH until full payment has been effected of all accounts due, including subsidiary claims, claims for damages, cashing of cheques and bills of exchange.
7. Retention of title shall also remain in effect if individual claims of Kemira Chemie Ges.mbH are adopted into an open account and the balance is drawn and acknowledged.

The purchaser shall be entitled to process the goods further and to sell them under the following conditions:

- a) The permission granted to the purchaser for processing those goods in the due course of business which are subject to retention of title, shall end upon the purchaser's cessation of payment, filing of bankruptcy or initiation of insolvency or composition proceedings.
- b) The purchaser shall not acquire ownership of the new article by processing goods which are subject to retention of title. Processing shall be for Kemira Chemie Ges.mbH, and the latter shall not incur any liabilities thereby. Should the goods be processed, mixed or blended together with other articles, Kemira Chemie Ges.mbH shall acquire co-ownership of the new article in proportion to the value of its starting product (which is subject to retention of title) to the total value.
- c) The purchaser shall hereby assign to Kemira Chemie Ges.mbH the title (including all ancillary rights) pertaining to any further sale of those goods which are subject to retention of title, viz. on a pro-rata basis to the extent that the goods are processed, mixed or blended and provided that Kemira Chemie Ges.mbH has acquired co-ownership in the amount of the invoice value. In the latter case, Kemira Chemie Ges.mbH shall be entitled to a corresponding fraction of the respective purchase price claim within the scope of such assignment in proportion to the invoice value (of those of its goods which are subject to retention of title) to

the invoice value of the newly finished article. If the purchaser has sold the claim as part of true factoring, he shall assign to Kemira Chemie Ges.mbH the claim replacing it against the factor. Kemira Chemie Ges.mbH shall accept this assignment.

d) Kemira Chemie Ges.mbH shall not collect the assigned claims as long as the purchaser complies with its payment obligations. The direct debit authorisation shall lapse if the purchaser is in arrears of payment. In this case, the purchaser shall authorise Kemira Chemie Ges.mbH to inform the buyers of the assignment and to collect the claim itself. The purchaser shall undertake to provide Kemira Chemie Ges.mbH upon request with a precise list of all claims to which Kemira Chemie Ges.mbH is entitled, including the buyers' names and addresses, the amount of the individual claims, invoice dates, etc. and provide Kemira Chemie Ges.mbH with all information necessary to assert the assigned claims and to allow the verification of that information. The purchaser shall be entitled to collect the claims itself, as long as Kemira Chemie Ges.mbH does not issue any instructions to the contrary.

e) Kemira Chemie Ges.mbH shall undertake to release the securities to which it is entitled to the extent that the value exceeds the claims to be secured by more than 20%.

f) Neither the pledging of goods subject to retention of title, nor the pledging of assigned claims, nor the transfer of their ownership as security shall be permissible. Garnishments must be reported to Kemira Chemie Ges.mbH without delay, including indication of the garnisher.

g) Should Kemira Chemie Ges.mbH take back the delivered article by invoking retention of title, the contract shall not be deemed cancelled thereby. Kemira Chemie Ges.mbH may freely settle accounts with those retaken goods which are subject to retention of title.

h) The purchaser shall keep those goods which are subject to retention of title for Kemira Chemie Ges.mbH free of charge. The purchaser must insure the goods in the usual amount against standard risks such as fire, theft and water. The purchaser hereby assigns to Kemira Chemie Ges.mbH its claims for compensation to which it is entitled in connection with damage of the aforementioned kind vis-à-vis insurance companies or other parties liable to effect compensation in the amount of its claims. Kemira Chemie Ges.mbH shall accept this assignment.

i) All claims and rights resulting from the retention of title to all those special forms which are set out in the present Conditions shall remain effective until Kemira Chemie Ges.mbH has been fully released from those contingent liabilities it accepted in the purchaser's interest.

VIII. WITHDRAWAL FROM CONTRACT

If, following the conclusion of the contract, Kemira Chemie Ges.mbH should learn of circumstances which challenge the customer's creditworthiness in the amount of the order placed, Kemira Chemie Ges.mbH shall be entitled to cancel the contract forthwith (without setting a period of grace) and to claim damages on grounds of non-performance. Negotiated delivery times shall be deemed interrupted as of the time insufficient creditworthiness becomes known.

IX. PLACE OF PERFORMANCE, JURISDICTION, APPLICABLE LAW

1. Austrian law shall apply to all agreements between the customer and Kemira Chemie Ges.mbH. The United Nations Convention on Contracts for the International Sale of Goods as well as the jurisdictional reference norms of international private law shall not apply.
2. Unless otherwise agreed upon in writing, the place of performance shall be deemed to be that plant of Kemira Chemie Ges.mbH which provides the goods. The court in Krems an der Donau shall have exclusive jurisdiction.
3. Should any of the provisions set out in these Terms and Conditions be invalid in whole or in part, the validity of the remaining provisions (or parts thereof) shall remain unaffected thereby. Any invalid provision is to be replaced by one which is legally permissible and comes closest to the commercial intent of the ineffective provision.

X. MISCELLANEOUS

1. Multiple contracting parties shall be jointly and severally liable to Kemira Chemie Ges.mbH.
2. Kemira Chemie Ges.mbH reserves its ownership and copyright pertaining to cost estimates, drawings, illustrations and similar documentation; they may not be made accessible to third parties without the prior consent of Kemira Chemie Ges.mbH and must be returned to Kemira Chemie Ges.mbH at any time upon request.
3. The contracting parties are mutually obligated to maintain strict confidentiality with regard to all information and documentation received from the other party.
4. The rights of consumers according to the Consumer Protection Act shall not be restricted by the aforementioned conditions.

XI. ASSEMBLY CONDITIONS

1. The customer shall undertake to prepare the construction area such that erection of the plant can begin without delay. The customer must ensure that the construction area is duly marked off and that the requisite signs are posted. The customer shall ensure that the construction area is accessible by large motor vehicles and that a crane can be set up on the construction site itself. The Principal shall be billed separately for additional costs incurred due to non-fulfilment of these requirements.
2. The final account shall be submitted when the work is completed. Any objections to the final account must be raised by the Principal within eight days; otherwise, further objections shall be precluded.
3. The customer shall be obligated to take acceptance of the plant once it is completed. Should the customer start up the plant, this shall be deemed equivalent to taking acceptance. Defects shall not entitle the customer to refuse to take acceptance. However, the customer must give notice of defects in writing on the day of taking acceptance. Taking of acceptance shall be a prerequisite for asserting defects/complaints. Should the customer refuse to take acceptance of the plant (with no essentially irreparable defects being determinable), a penalty of 1% of the contractual total for every day of delay in taking acceptance is deemed to be agreed.

END OF TRANSLATION