

General Terms and Conditions of Sale and Delivery

CHEMETALL ITALIA SRL Giussano, Italy

1. Scope of application, conclusion of contract

a) These General Terms and Conditions of Sale and Delivery apply exclusively to all deliveries and services in our business dealings with entrepreneurs, legal persons under public law or any public law separate estate, even if we do not expressly refer to them in future transactions. We hereby object to any deviating and conflicting general terms and conditions of the Customer. We do not acknowledge such terms and conditions, even if these are attached to requests for offers, offers, orders, notifications of acceptance, and the like, and we do not object to them, unless we prior thereto expressly agreed upon their validity in writing. The unconditional taking delivery of our goods or services shall in any case be deemed as Customer's approval of Chemetall Italia srl's General Terms and Conditions of Sale and Delivery. The foregoing shall also apply for other conditions not included in these General Terms and Conditions of Sale and Delivery.

These General Terms and Conditions shall apply also for all future contracts between Chemetall Italia srl and the Customer - with concurrent exclusion of differing general terms and conditions of the Customer.

b) Chemetall Italia srl's offers are subject to confirmation, in particular in terms of prices, quantity, delivery periods and capacity to deliver. A contract is concluded only upon the Customer's order and Chemetall Italia srl's acceptance thereof. Chemetall Italia srl is entitled to accept the order within 2 (two) calendar weeks of receipt of the order by sending an order confirmation or by delivery of the goods to the Customer. Chemetall Italia srl reserves the right to inform the Customer within the period of 2 (two) calendar weeks of receipt of the order that Chemetall Italia rejects the order.

2. Prices, Terms of Payment

a) Unless the order confirmation states otherwise, Chemetall Italia srl's prices shall be net "FCA (free carrier) Giussano, (Incoterm 2010)". The prices do not contain value added tax, which is additionally charged according to the applicable statutory regulations as amended from time to time.

b) Unless otherwise stated in the order confirmation, payment is due and payable without deduction 14 (fourteen) calendar days of the date of the invoice. If the Customer does not pay as agreed, Chemetall Italia srl can, as from the maturity date, without reminder, charge interest in the amount as established by Legislative Decree n. 231 dated 09.10.2002. The assertion of any further damage shall remain unaffected thereby.

c) The Customer is not entitled to withhold payments due to any counterclaims referred to goods or services quality or quantity or to set-off against such counterclaims, unless these are undisputed, have been acknowledged and quantified by Chemetall Italia srl in writing, or have been established by final and non-appealable judgment.

d) If after the conclusion of the contract, the Customer becomes insolvent or if the payment guarantees are failed or sensibility decreased (also for facts not imputable to the Customer) as far as in the case the customer delays or refuses the payment of a previous good delivery or a service, Chemetall Italia srl will be entitled, independently from the contractual terms, to ask to the Customer to proceed with the payment of the previous and the current order concurrent with goods delivery or service, or in alternative to furnish securities. If the Customer does not comply with such requests, Chemetall Italia srl can suspend the contract execution or in the most serious cases, withdraw from the contract and claim damages.

e) Unless fixed prices were agreed, Chemetall Italia srl reserves the right to make reasonable price adjustments due to changes in the costs of wages, material, production and sales for any deliveries and in case of considerable currency fluctuations, which occur 3 (three) months or later after conclusion of the contract. Chemetall Italia srl will inform the Customer of any such price changes within a reasonable period of time and prior to delivery of the goods, at least in text form.

3. Packaging, provision and return of loan containers, hazardous goods regulations

a) Unless otherwise provided for, Chemetall Italia srl does not take back any transport, sales and outer packaging. The Customer is obliged to properly dispose of the packaging at its own costs. This does not apply for the loan containers set forth below.

b) As far as agreed in the order confirmation, Chemetall Italia srl provides the Customer with IBC and containers (hereinafter referred to as "loan containers") for the period agreed in the order confirmation. Such loan containers may be used only for the purpose of transporting the delivered goods to the Customer until the emptying in the ordinary course of business. The Customer is obliged to carefully store the loan containers; for safety reasons they may in particular not be filled with any products other than those delivered by Chemetall Italia srl. Any filling by the Customer is prohibited. The Customer is obliged to either provide the loan containers for pick-up within an agreed, reasonable period of time, fully emptied, or to return them to Chemetall Italia srl, depending on what was agreed in the order confirmation. The loan container is fully emptied if less than 5% (five per cent) of the original quantity of the product is in the loan container upon pick-up or return. If a larger quantity of the product remains in the loan container upon pick-up/return, Chemetall Italia srl will be entitled to invoice the corresponding additional costs to the Customer. The costs relating to the pick-up or return, in particular freight costs, are to be borne by the Customer if it was agreed in the order confirmation that the Customer already had to bear the costs for the delivery of the product (e.g. agreement of FCA (free carrier) works Giussano (Incoterm 2010)). If the delivery costs were borne by Chemetall Italia srl, Chemetall Italia srl will also bear the costs for pick-up or return of the loan containers. The Customer must in good time notify Chemetall Italia srl in writing of the return or readiness for pick-up.

c) The Customer has to observe and comply with the hazardous goods regulations applicable to it.

4. Customer's duties

a) The Customer shall ensure that all necessary materials and acts of cooperation are provided in good time, free of charge and to the extent required to enable Chemetall Italia srl the performance of its services.

b) The Customer in particular undertakes to protect Chemetall Italia srl's employees against any dangers in the performance of their activities, in particular dangers to life and limb.

To ensure this, the Customer undertakes:

- to provide Chemetall Italia srl in advance in writing with all information on any dangers and hazards that might arise from the working environment at the Customer's plant;
- to instruct Chemetall Italia srl's (field) staff on site, before they take up work, and
- to create and maintain a secure environment and working conditions for Chemetall Italia srl's (field) staff at its plant.

Chemetall Italia srl is at any time entitled to deny performance of its services, if there is any danger to life, limb or health of Chemetall Italia srl's (field) staff.

5. Delivery periods, Disruption of delivery, and default

a) Stated delivery periods are binding on Chemetall Italia srl only if Chemetall Italia srl and the Customer have classified them as binding in writing, otherwise all delivery periods shall be non-binding.

b) Also upon agreement of a fixed delivery period or a fixed delivery date, a reasonable additional period of regularly 4 (four) calendar weeks shall be granted to Chemetall Italia srl if Chemetall Italia srl is in default. After unsuccessful expiry of the additional period, the Customer shall state within a reasonable period of time

whether due to the delay in delivery the Customer withdraws from the contract. In any case the contract will be still valid for the what already performed despite the delay.

c) In order to perform the contract in fixed time and the eventual period of 4 (four) weeks it is anyway essential that the Customer supplies all necessary documents, permits and requested declaration in due time and respect all contractual obligations. If such requirements are not satisfied in due time, the terms must be automatically and proportionally delay and adjusted.

d) Unforeseeable and unavoidable events outside Chemetall Italia srl's sphere of influence and any events for which Chemetall Italia srl is not responsible shall for the duration of such events release Chemetall Italia srl from its obligations to timely deliver or perform services. If Chemetall Italia srl is prevented from delivering in good time due to force majeure, the time of delivery shall be extended by the duration of the impediment to delivery caused by these circumstances. Force majeure includes all unforeseeable events or such events which - even if they were foreseeable - are outside Chemetall Italia srl's sphere of influence and whose impact on the fulfilment of the contract cannot be prevented by adequate and reasonable efforts on Chemetall Italia srl part. Force majeure shall also cover impediments to performance based on the following circumstances: aa. failure or partial failure of operational facilities/plants or other operational disruptions, bb. denial, expiry, restriction or addition of official permits and requirements, cc. delay in supply of essential substances required for the performance of the deliveries or services, dd. failure in correct or timely self-supply, ee. difficulties arising in the procurement of pre-operational materials and operating materials and in the dispatch or transportation of the goods, ff. strike or lockouts.

Chemetall Italia Srl shall appropriately notify the party receiving performance of the occurrence of the impediment.

If the impediment to performance continues for more than 3 (three) months, Chemetall Italia srl and Customer shall be entitled to withdraw from the contract.

e) Clause 11 ("Exclusion of liability, limitation of liability") shall apply to all claims of the Customer for damages for default or other breach of duty in connection with the delivery of the goods.

f) Partial deliveries and corresponding accounting statements are permissible.

6) Delivery, passing of risk and dispatch

a) The applicable Incoterm as amended from time to time follows from the order confirmation. The Incoterms shall apply in the version as amended from time to time, unless otherwise stated in the order confirmation.

b) Chemetall Italia srl is not liable for any weight losses during dispatch. Dispatch requirements have to be stated upon order. Unless otherwise agreed, the type of dispatch and the forwarding route are at Chemetall Italia srl's discretion - without warranty of quickest transportation. Additional costs for express delivery made at the Customer's request are at the Customer's expense. Deliveries are made including packaging, unless packaging has expressly been loaned.

7) Export control

a) The Customer undertakes to observe and comply with all applicable export control and embargo regulations (including all sanctions lists), in particular the applicable European export control regulations.

b) Upon Chemetall Italia srl request, the Customer shall be obliged to provide Chemetall Italia srl with adequate information on the final use of the goods to be delivered or services to be performed, in particular to issue and send the originals of the so-called final destination certificates to enable to verify the final destination and the purpose of use for proving those to the competent export control authority.

c) If the possibly required export or transfer permits or any other foreign trade law approvals or releases are not granted by the competent authorities, or if the embargo rules do not entitle Chemetall Italia srl the delivery of the goods, Chemetall Italia srl reserves the right to withdraw from this contract and Customer cannot pretend anything, not even for compensation of any eventual damage.

d) When the compliance with agreed delivery periods requires the release or granting of export and transfer permits by the competent authorities, the delay in the release or granting will result in a corresponding extension of the terms of delivery, without any right for the Customer to claim, not even as compensation for any damage.

e) The Customer is liable for any non-compliance with the obligations set forth under a) to d) and shall insofar upon first demand indemnify Chemetall Italia srl and hold Chemetall Italia srl entirely free and harmless from any and all claims, damage and expenses.

8) Measurements, weights and supply quantities

For invoicing, the measurements, weights and quantities stated in the shipping/accompanying documents shall be authoritative. Objections to measure dimensions, weights, volume and quantities must be notified to Chemetall Italia srl in writing, at the latest within 3 (three) working days of receipt of the goods at the destination.

9) Quality of the goods, technical advice, use and processing of the goods, guarantees

a) In terms of the quality of the goods, generally only the quality described in Chemetall Italia srl's product descriptions, specifications and labelling shall apply. Public comments, recommendations or advertising do not amount to statements on quality of Chemetall Italia srl's goods.

b) Chemetall Italia srl reserves the right to modify the goods with regard to their material and/or design within the scope of what is customary in the trade, provided that this does not otherwise change the agreed quality. Minor deviations in the chemical composition of the goods from the agreed quality shall insofar be reserved as far as these deviations are in the nature of the materials used and customary in the trade.

c) Eventual technical application instructions provided orally, in writing and through tests are based on Chemetall Italia srl's experiences and on the specifications provided by the Customer and are provided to the best knowledge of Chemetall Italia Srl. Chemetall Italia srl does, however, not assume any liability for the advice rendered to the Customer. The application-specific instructions are exclusively provided for supporting the Customer in its procedures and processes, which the Customer performs at its own responsibility. Chemetall Italia srl does not assume any liability for a specific result in connection with Chemetall Italia srl advisory services. In particular, Chemetall Italia srl does not assume any liability for advice or suggestions in connection with the construction, modification and operation of the Customer's facilities/plants, for which the Customer shall refer and trust exclusively the experts and technicians in charge of the construction, modification and processing of Customer's facilities/plants. Thus, Chemetall Italia srl's technical application instructions do not release the Customer from its own tests and examination of the goods delivered by Chemetall Italia srl for suitability for the intended procedures and purposes. Any application, use and processing of the goods is outside of Chemetall Italia srl scope of control and therefore in the sole sphere of responsibility of the Customer.

d) Chemetall Italia srl is not liable for the infringement of proprietary rights of third parties in connection with the application, use and processing of Chemetall Italia srl's goods.

e) Promises, guarantees and other representations regarding the products, goods and services that exceed the specifications of Chemetall Italia srl's goods require a prior separate written agreement or need to be confirmed by Chemetall Italia srl in writing on a case-to-case basis. Any reference to DIN standards or comparable norms serves only to describe the goods and does not amount to any further promise or guarantee.

10) Customer's claims in case of defects and limitation

a) Any rights of the Customer based on defects of the goods require that the Customer examines the goods after delivery and notifies Chemetall Italia srl in writing without undue delay, but at the latest within 2 (two) calendar weeks after delivery, of any defects, stating the invoice number. Hidden defects, of which the Customer is not objectively able to detect by delivery or at latest within 2 (two) weeks from delivery, need to be notified to Chemetall Italia srl in writing as soon as detected and without undue delay and latest within 8 (eight) days from the detection, under penalty of forfeiture from any objection and legal action. Any defect notification shall be accompanied with invoice number and date .

b) Chemetall Italia srl warrants that upon passing of the risks the goods comply with the quality described in the product descriptions, specifications and labelling. Chemetall Italia srl does not assume any responsibility for the goods being suitable for a particular purpose or use, unless ~~we~~ expressly consented thereto in writing by Chemetall Italia srl.

c) The Customer shall not have any rights in case of defects if such defects occur for reasons attributable to the Customer (e.g. by unsuitable or improper use, or use outside the contractual agreed or customary use, storage or non-compliance with treatment requirements, incorrect handling by the Customer, modifications by the Customer or third parties).

The same shall apply in case of natural wear and tear or exceeding the stated storage life for the goods.

d) In respect of every notice of defects, Chemetall Italia srl shall have the right to inspect and examine the rejected goods and eventually take samples. For this purpose, the Customer shall grant to Chemetall Italia srl the necessary time and opportunity. Chemetall Italia srl can also request the Customer to return the rejected good at Chemetall Italia srl's expense.

e) In case of proven defects of the goods Chemetall Italia srl will at its choice either remove the defects without charge (subsequent improvement) or deliver a replacement (new delivery) free of costs against return of the rejected goods (subsequent performance). The place of the delivery of the goods, in both cases of subsequent improvement or subsequent performance, shall be the registered office or branch of the Customer where the goods are delivered.

The cost-free subsequent performance does insofar not apply as the expenses incurred in connection with the subsequent performance, in particular the costs for transportation, road charges, work and material are unreasonably increased because the item of the delivery had later been transferred to a place other than the registered office or branch of the Customer. If the transfer corresponds to the intended use, the subsequent performance remains free of costs for the Customer, as far as it is acceptable.

f) In case of proved defects of the goods, without prejudice to any claims for damages, the Customer reserves the right to withdraw from the contract or to reduce the purchase price if the Customer has set a reasonable period of time for subsequent performance, and such subsequent performance fails or is denied by Chemetall Italia srl, or is unacceptable for Chemetall Italia srl. The goods merely insignificantly deviate from the agreed quality the Customer may only request a reduction of the purchase price as its sole and exclusive remedy in such case.

g) In case of proved defects of the goods, if the Customer chooses to claim damages after subsequent performance has failed, the goods shall remain with the Customer as far as this is acceptable to it. In deviation from clause ~~j)±±~~ a) ("Exclusion of liability, limitation of liability") of these General Terms and Conditions of Sale and Delivery, the damages shall in this case be limited to the difference between the purchase price and the value of the defective item. In addition, the provisions of clause ~~j)±±~~ ("Exclusion of liability, limitation of liability") apply.

h) If after notification of a defect (notice of defects) Chemetall Italia srl has rendered services for identification of and search for a defect it turns out that no defect is given, the Customer shall bear the costs incurred insofar as it has acted culpably. For calculating the corresponding costs, Chemetall Italia srl's prices applicable at the time of performance will be taken as a basis.

i) The limitation period for the Customer's claims based on defects is one year of delivery of the goods.

j) The responsibilities exclusive and limitative dispositions remains valid as established in clause 11 of these "General Terms and Conditions of Sales and Delivery" (exclusion of liability, limitation of liability).

11. Exclusion of liability, limitation of liability

a) In the event of slightly negligent violation of material obligations under the contractual relationship by Chemetall Italia srl or its employees, compromising the achievement of the result to which the Customer could legitimately aspire, Chemetall Italia srl's liability shall be limited to the compensation of typically occurred damage, within the limit of the value of the goods sold or the services performed.

b) Chemetall Italia srl's liability for the slightly negligent breach of non-material obligations under the contractual relationship is excluded.

c) The aforementioned limitations of liability shall not apply in cases of mandatory statutory liability, upon the assumption of guarantees, in case of culpable injury to life, body or health, and in case of intent or gross negligence and never in case of fraud.

d) If the Customer sells the goods, it shall in the internal relationship indemnify Chemetall Italia srl against any product liability claims of third parties, as far as it is responsible for the defect resulting in liability.

12. Infringement of third party rights

If deliveries are made according to plans, drawings, models, analytical specifications or any other information provided by the Customer, and if this results in any violation of third party rights, in particular proprietary rights, the Customer shall hold Chemetall Italia srl free and harmless of and indemnify Chemetall Italia srl against any such claims on first demand.

13. Confidentiality

a) Chemetall Italia srl and the Customer undertake to keep any trade and business secrets obtained from the respective other party within the scope of the order strictly confidential. Business secrets shall mean any confidential data of one of the parties relating to its situation and market behaviour, and trade secrets mean all technical data of either party (hereinafter referred to as "Confidential Information"). Chemetall Italia srl and the Customer furthermore undertake not to disclose to third parties any Confidential Information without prior written consent of the other party, nor to use it for own purposes without authorisation. Affiliated companies of the parties according to art. 2359 C.C. are not considered as being third parties within the meaning of the foregoing. The parties shall impose these confidentiality obligations also on their employees and any third parties possibly subcontracted by them.

b) The foregoing confidentiality obligations according to clause 13 a) ("Confidentiality") do not apply to any Confidential Information in respect of which the relevant receiving party can prove that it

- was already in the public domain at the time of submission or entered the public domain without involvement of the receiving party, or

- was already in the possession of the receiving party at the time of provision or was made available to it thereafter by a third party in a legally permissible manner and without restriction in terms of confidentiality or use, or

- is the result of the works of own employees of the receiving party without using any Confidential Information of the disclosing party or any parts thereof, and the works were not made in connection with the information purpose,

- must be disclosed by it in court or administrative proceedings, due to an official order or for any other statutory reasons, whereby the receiving party undertakes to inform the disclosing party in writing prior to any disclosure in the above cases.

c) This obligation shall continue to apply also after the completion of the order for a period of two (2) years.

14. Place of performance, jurisdiction, applicable law

a) Place of performance for payment obligations of the Customer shall be Monza, for Chemetall Italia srl's obligations the place of delivery.

b) All legal relations between Chemetall Italia srl and the Customer shall be governed in accordance with the laws of Italy, to the exclusion of the conflicts of laws provisions and the UN Convention on the International Sale of Goods (CISG).

c) Monza, Italy, is agreed as place of jurisdiction for all disputes arising from or in connection with the contract between Chemetall Italia srl and the Customer. As alternative Chemetall Italia srl is entitled to assert its claims also at the Customer's general place of jurisdiction.

15. Contractual language

These General Terms and Conditions of Sale and Delivery are drawn up in Italian language. Any conflicts of interpretation that results from their translation into another languages must be resolved in favour of the meaning that the expressions used have in the Italian language.

Signature: _____

According to the law and to Articles 1341 and 1342 of the Civil Code, the herein contained points: 2 (Prices, Terms of Payment) letters c, d, e; 5 (Delivery periods, Disruption of delivery, and default) letters a, b, d, e, f; 7 (Export control) letter c; 8 (Measurements, weights and supply quantities) letter a; 9 (Quality of the goods, Technical advice, use and processing of the goods, guarantees) letter c, e; 10 (Customer's claims in case of defects and limitation) letters a, d, e, f, g, l, j; 11 (Exclusion of liability, limitation of liability) letters a, b, c and 14 (Place of performance, jurisdiction, applicable law) letters b, c; are expressly known and approved.

Signature: _____

(Version 05/2018)