

GENERAL TERMS AND CONDITIONS FOR SALE AND DELIVERY

1. Scope of application

All deliveries and the related services of NITROCHEMIE Wimmis AG (hereinafter referred to as "NITROCHEMIE") are carried out exclusively on the basis of these Terms and Conditions of Sale and Delivery. Terms and conditions of business or other deviating contractual provisions of the Buyer are herewith excluded. Deviations from these Terms and Conditions of Sale and Delivery require the express written approval of NITROCHEMIE.

2. Offer and acceptance

NITROCHEMIE's offers are not binding unless expressly stated otherwise. The contract shall only come into effect upon the Buyer's order with NITROCHEMIE's subsequent acceptance. An order shall not be deemed to be accepted until NITROCHEMIE has confirmed it in writing.

3. Product characteristics, samples and specimens

3.1

Unless otherwise agreed, the product characteristics and purpose of use shall be determined exclusively by NITROCHEMIE's product specification. The purpose of use according to the European Union chemicals regulation REACH does not represent a specification of the product that amends the contract.

3.2

Characteristics of samples and specimens shall only be guaranteed if they are expressly defined as product characteristics in the product specifications of NITROCHEMIE or if they have been contractually agreed upon.

3.3

In addition, information on characteristics and expiry dates of product as well as other information are also only guaranteed if they are contained in NITROCHEMIE's product specifications or if they have been contractually agreed upon.

4. Consulting / other services

As far as NITROCHEMIE provides consulting services, this is done to the best of its knowledge. Data and information on the suitability and application of the products and/or the service does not relieve the Buyer from carrying out his own tests and trials.

5. Delivery and delay

5.1

The delivery shall be made in accordance with the commercial terms specified in the individual contract, whereby the INCOTERMS in the version valid at the time of conclusion of the contract shall be used for the interpretation thereof.

5.2

NITROCHEMIE reserves the right to premature deliveries and partial deliveries as well as the replenishment or reduction of agreed delivery quantities for the dispatch of full packing containers.

5.3

Delay in delivery shall only be deemed to have occurred after a written reminder has been issued, granting a reasonable grace period.

5.4

Packaging material must be properly disposed by the Buyer if no return is intended.

6. Place of performance

6.1

Unless otherwise agreed, the place of performance shall be the location of NITROCHEMIE in Wimmis.

6.2

Benefit and risk shall pass to the Buyer upon provision at the place of performance.

7. Transport damages

Complaints due to transport damage must be reported by the Buyer directly to the transport company with a copy to NITROCHEMIE within the specified period of time.

8. Compliance with legal regulations

Unless otherwise agreed in individual cases, the Buyer shall be independently responsible for complying with statutory and official regulations on import, transport, storage and use of the products.

9. Terms of payment and default

9.1

Unless otherwise agreed, the payments are due immediately and are payable to NITROCHEMIE without any deductions within 30 days of the date of invoice.

9.2

The payment deadlines shall also be met if the services are delayed for reasons for which NITROCHEMIE is not responsible, or if minor defects are to be remedied or minor quantities of defect-free products are to be delivered.

9.3

NITROCHEMIE shall be entitled to charge interest on arrears at a rate of 5% per annum in the event of default of payment by the Buyer.

10. Securities

In the event of legitimate doubts about the Buyer's ability to pay, in particular in the event of a delay in payment, NITROCHEMIE may, subject to further claims, revoke the payment terms granted and make further deliveries dependent on the granting of other securities.

11. Reservation of title

11.1

The delivered products remain the property of NITROCHEMIE until all claims arising from the contractual relationship have been paid in full.

11.2

The Buyer may only sell, pledge or transfer the delivered products as security if he has fulfilled all payment obligations from the contractual relationship with NITROCHEMIE in full.

12. Rights of the Buyer in case of defects

12.1

The Buyer or the recipient designated by him has to inspect the products immediately after receipt. NITROCHEMIE must be notified without delay of any defects in the products which can be detected during a proper examination after receipt of the products. Other defects must be reported to NITROCHEMIE immediately after discovery. The notification must be made in writing and specify the nature and extent of the defects in detail.

12.2

If the product is defective and the Buyer has duly notified this to NITROCHEMIE in accordance with section 12.1, the Buyer is entitled to the legal rights as per the following provisions:

- a) NITROCHEMIE shall first of all have the right, at its own discretion, to either remedy the defect or to deliver a defect-free product to the Buyer (subsequent performance).
- b) NITROCHEMIE reserves the right to make two attempts at subsequent performance. Should the subsequent performance fail or be unreasonable for the Buyer, the Buyer can either withdraw from the contract or demand a reduction of the purchase price.
- c) NITROCHEMIE shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs (but not the dismantling and installation costs) if there is actually a defect. If the Buyer's request to remedy a defect proves to be unjustified, NITROCHEMIE may demand from the Buyer compensation for any costs incurred.

12.3

Warranty claims of the Buyer become time-barred after one year from delivery of the products. The statutory regulated special cases remain reserved.

13. Liability

13.1

NITROCHEMIE shall only be liable for grossly negligent or intentionally caused breaches of contract. Liability for auxiliary persons is excluded.

13.2

Liability for consequential damages of any kind, in particular lost profits, is excluded to the extent permitted by law.

14. Force majeure/non-availability of performance

14.1

Should events and circumstances, which are beyond the control of NITROCHEMIE (such as, for example natural disasters, war, industrial disputes, shortages of raw materials and energy, transport and operational disruptions, fire and explosion damage, official orders, acts or omissions of governments or legislators), reduce the availability of the products from the plant from which NITROCHEMIE obtains the products, such that NITROCHEMIE cannot meet its contractual obligations (taking into account proportionately other internal or external suppliers), NITROCHEMIE (i) shall be released from its contractual obligations for the duration of the disturbance and to the extent of its effects and (ii) shall not be obliged to procure the products from third parties. This is also applicable insofar as such events and circumstances render the execution of the business concerned sustainably uneconomical for NITROCHEMIE, or such events and circumstances affect the suppliers of NITROCHEMIE. NITROCHEMIE shall inform the Buyer without delay of the aforementioned events or circumstances and at the same time inform the Buyer of the anticipated new delivery period. If these events last longer than 6 months, NITROCHEMIE is entitled to withdraw from the contract.

14.2

As a case of the unavailability of products within the meaning of section 14.1, the non-timely self-delivery by the supplier of NITROCHEMIE also applies if NITROCHEMIE has concluded a congruent covering transaction, if neither NITROCHEMIE nor its suppliers are at fault, or if NITROCHEMIE is not obliged to procure in individual cases.

15. Compliance

15.1

The parties shall comply with the currently applicable legal standards, in particular competition and antitrust laws, labour and child protection provisions (e.g. concerning "conflict commodities"), the prohibition of trafficking in women and the Core Conventions of the International Labour

Organisation as well as provisions against counterfeiting, and the protection of the environment and health (e.g. directives such as REACH and RoHS).

15.2

The parties undertake not to accept any financial or other benefits if an unfair advantage is expected or rewarded by the giver. Similarly, they undertake to comply with the OECD Convention of 17 December 1997 on Combating Bribery of Foreign Public Officials in International Business Transactions analogous in Private Business Transactions.

15.3

The parties shall contractually oblige their employees, subcontractors, sub-suppliers and other third parties involved in the performance of the contract to comply with this article.

15.4

If either party breaches the above-mentioned compliance obligations, it shall owe a contractual penalty unless it proves that it is not at fault. This penalty shall amount to 10% of the total remuneration for each infringement case, or 10% of the annual remuneration for recurring remuneration, up to a maximum of CHF 50,000.00. This payment shall not release the respective party from its contractual obligations.

16. Set-off

The Buyer has no right of set-off.

17. Applicable law and place of jurisdiction

17.1

Furthermore, substantive Swiss law shall apply under exclusion of its rules on conflicts of law (in particular the Federal Act on Private International Law of 18 December). The Vienna Convention is expressly excluded.

17.2

For all disputes arising from the contractual relationship or in this context, the ordinary courts at the registered office of NITROCHEMIE shall have exclusive jurisdiction.

18. Contract Language

If the Buyer is notified of these General Conditions of Sale and Delivery also in a language other than the language in which the contract is concluded (Contract Language), this shall only be done to facilitate understanding. In the event of differences in interpretation, the text drafted in the Contract Language shall apply.

As of 27.10.2017