

General Sales Conditions ("General Conditions") of Evonik Argentina SA. / Evonik Metilatos SA. Status: 08/2020

- 1. Scope of Application:** For our sales of goods and services, the applicable legal provisions and these general conditions apply exclusively, which shall be considered an integral part of any Offer and Contract, concluded by us and linked to the sale of goods and/or the provision of services. Terms and conditions submitted by customers which contradict or in any way diverge from these terms and conditions or legal provisions shall only be considered binding if they have been previously confirmed in writing by us, prevailing in all cases these terms and conditions, unless expressly agreed otherwise. The sale of goods, the provision of services or the acceptance of payments does not imply the acceptance by us of terms and conditions which diverge from these general terms and conditions and applicable legal provisions.
- 2. Offers, contracts:**
 - 2.1 Our offers are binding to the extent that the particular contract with the customer is duly accepted in the terms of the respective offer. The counter-offer, i.e. when the original offer is modified by the customer, does not imply acceptance of our will, until we expressly and favourably issue it.
 - 2.2 Any offer made by us to the customer shall not be legally binding on the latter until the customer has notified us in writing of his express, unconditional and unmodified acceptance. Consent shall be formed once we become aware of the customer's acceptance.
- 3. Form requirement:**
 - 3.1 "In writing" for the purposes of these general conditions means in text form (e-mail, letters or telegrams). In "written form" means a document bearing a holographic signature or its legal equivalent. The modification or extension of these general conditions, including the present clause 3.1, as well as the denunciation or the resolution of a contract by mutual agreement require a written form.
 - 3.2 Other declarations or complaints of the client after the signing of the contract must be in writing.
 - 3.3 **Prices:** Unless otherwise agreed in writing as specified in the purchase order, prices do not include packaging or transportation costs, being the price corresponding to the delivery at Evonik's factory/depot. VAT will be paid at the rate applicable on the day of the invoice.
- 5. Payment, compensation:**
 - 5.1 Unless otherwise agreed in writing, the customer must pay the price no later than the fifth (5th) day after receipt of the respective invoice.
 - 5.2 The payments to be made for the sale of goods and/or service, must be made in the type of currency and conditions specified in the purchase order, issued by the customer.
 - 5.3 The customer may only offset obligations at his own expense, insofar as they are monetary obligations, with undisputed claims on our part (insofar as his claim is enforceable and freely available) or declared by a court of law in his favour.
 - 5.4 In the event of late payment, it shall be automatic and we shall be entitled to punitive interest at the rate provided for in the offer, and in the event of lack of provision, at the rate equivalent to twice the active rate of Banco Nación, without the need for a formal demand or judicial or extrajudicial summons. Additionally, with a 7-day written notice to that effect, we may suspend the sale or the provision of the service in whole or in part, by virtue of the contract or offer, until payment and interest are received in full. If, after this period has expired, we have not yet received payment in full, then, regardless of whether or not we have begun the sale of goods and/or provision of services, we shall be entitled to terminate the contract on this basis.
 - 5.5 **Taxes:** The contract or bid price and any other amounts payable by the customer do not include any duties, taxes (including value added tax, or withholding), levies or charges of any kind, except where such taxes or charges are payable by us, by virtue of statutory provision.
- 7. Place of Performance:**
 - 7.1 The place of performance of the sale or service shall be the place where our factory/depot is located. From the time of delivery of the goods, the customer is the owner of the goods and is responsible for any damages that may be caused by or with the goods.
 - 7.2 If a shipment of the goods is agreed upon at the request of the customer, the goods will be transported at the customer's risk, with us determining the type of shipment, the route and the carrier. In this regard, the carrier must comply with the provisions of Law 24.449 and amendments, and in particular the General Regulations for the Transport of Dangerous Goods by Road.
 - 7.3 **Partial sales and services:** Partial sales and services are admitted as far as possible, provided that this has been agreed in the particular conditions of the Offer.
- 9. Deadlines, default:**
 - 9.1 In the event that we are unable to deliver the goods or perform the service in time or fail to fulfil another contractual obligation in a timely manner, the customer shall be given notice as far in advance as possible, depending on the particular circumstances of the case, and the customer shall grant us a further reasonable period of time in writing for the performance of the service in question, which shall be at least three (3) weeks.
 - 9.2 If, at the end of the additional period of time, the delivery of the goods or the performance of the service has not taken place and the customer wishes to rescind and/or claim damages instead of the delivery or the performance of the service, and if there is a major failure of performance such that it is reasonably doubtful whether the subsequent performance can be met accurately, it shall indicate this under the written grant of a new reasonable additional period of time for performance.
- 10. Transport Insurance:** The customer authorizes us to arrange for appropriate transport insurance at the customer's expense for an amount, which shall be at least the invoice value of the goods, including environmental insurance during transport from the place indicated in accordance with clause 7.1 to the place indicated in accordance with clause 7.2.
- 11. Early Termination:** The client will not be able to cancel without cause, purchase orders and/or quotations accepted and/or in course of execution. In case of cancellation, the client will have to pay the whole of the purchase order and/or the accepted quotation and/or in course of execution, discounting the expenses that we have not incurred.
- 12. Force majeure:** In case of force majeure, our obligations to deliver and provide the service will be suspended for the duration of the force majeure, which will be duly notified to the customer as soon as the event determining the impediment to comply with our obligations occurs. If the force majeure is not resolved within 60 days, either party may, without being obliged to do so, notify the other party in writing of its decision to terminate the contractual relationship for this reason. In this case, neither party shall be entitled to the payment of unproductive expenses caused by paralysis due to force majeure and/or loss of profit during this period or any compensation, which they expressly waive, unless the affected party was in default at the time of the occurrence of the force majeure. The following shall be considered cases of force majeure, without this statement being limiting to other cases: shortage of energy or raw materials, labor conflicts, riots, blocking of routes and roads, strikes, delays in transportation or customs clearance, administrative provisions, applicable regulations, impossibility and/or de facto or de jure restrictions to the import of goods subject to the offer, exchange restrictions preventing the import, pandemics, natural disasters, warlike actions, internal commotion, general prohibition of circulation, state of siege, traffic or production disruptions, even when our (sub-)suppliers or companies related to us are affected by these situations.
- 13. Product information:** The product shall contain in printed and visible form its name, country of manufacture and its quality, purity or mixture. Unless otherwise agreed in writing and in accordance with the applicable regulations, the condition of the goods defined in the contract shall be based exclusively on our product specifications in force at any given time. Information on the condition, expiry date and other information shall only represent a guarantee if it has been agreed and qualified as such in writing. Further written and/or verbal information on products, equipment, installations, applications, procedures and procedural instructions are based on research and experience in their application. These instructions are given to the best of our knowledge and belief, without prejudice to our right to make changes and improvements. We are not bound by these instructions. Furthermore, these instructions do not exempt the customer from examining the suitability of the goods for his own use. This also applies to the safeguarding of protective rights of third parties.
- 14. Claims:** All claims, especially in case of hidden defects and lack of quantity, must be notified to us in writing without delay, at the latest within 10 days of delivery of the goods. In the particular case of hidden defects, the customer must notify us of the complaint, at the latest within 60 days from the time they were discovered or from the time they should have been discovered according to a reasonable investigation and provided that this occurs within 6 months from delivery of the product, this being the final period of the warranty period. As long as the customer does not present the claims within the agreed period or in the agreed form, it will be understood that the sale or service provision has been accepted to the customer's satisfaction. In the event that the customer, knowing or having to know (by means of an examination appropriate to the circumstances of the case at the time of acquisition of the goods or provision of the service) the defect, accepts our goods or service, the customer will only be entitled to exercise the claims arising from such defect, to the extent that and as long as the customer has expressly stipulated in writing that his rights are reserved at the time of the sale or prior to the provision of the service.
- 15. Liability for defects:**
 - 15.1 The customer waives his right to make claims for defects in the goods or services if only a slight decrease in the agreed quality or non-substantial defects have occurred. In the event that the goods or services are defective, and the customer has made a complaint in accordance with these General Terms and Conditions, we shall, at our option, replace the goods or remedy the defect. We shall always do so within a reasonable period of time in accordance with the circumstances of the case. If the defect is not rectified and we waive further attempts at rectification, the customer may rescind the contract if the breach is of considerable importance and it is reasonable to doubt the possibility of subsequent deliveries or performances by us, or the customer may reduce the payment due accordingly, according to the defect in question.
 - 15.2 In addition, the customer may, under the conditions provided for by law, request reimbursement of the expenses necessary for rectification. Clause 16 shall apply to the reimbursement regulated in this clause.
 - 15.3 The customer's statutory rights to reimbursement from us shall only exist insofar as the customer has not made any agreements with its customers that go beyond the legal claims for defects as provided by law.
 - 15.4 In all cases in which we are responsible for a defect according to Clause 15.1, we shall be entitled to investigate whether such defect has occurred or has been caused by our fault or by the customer's own actions. In the first case, we shall proceed to rectify the defect as soon as reasonably possible (taking into account primarily but not exclusively the nature of the defect) as detailed in the preceding paragraphs. The warranty shall not apply to defects occurring for reasons attributable to the customer, in which case we shall not be liable for the rectification of the defect or the replacement of the goods, nor shall the customer have any right to make such a claim.
 - 15.5 We shall not be deemed to have breached any of our warranty obligations if we have rectified a defect in accordance with the above paragraphs.
- 16. Compensation for damages:**
 - 16.1 Damages and claims for reimbursement of expenses of the customer, irrespective of the legal grounds, and in particular due to breach of contractual obligations and/or an illegal act, against us (the company), our legal representatives, our employees or our vicarious agents, shall only exist to the extent that we (the company), our legal representatives, our employees or our vicarious agents have acted with intent or gross negligence or where the unfulfilled obligation is essential for the purpose of the contract and the customer relies or could have relied on its fulfilment (essential obligation). In the case of slightly negligent breaches of essential obligations, liability for damages shall be limited to the damage arising from a typical contract of this nature and, at most, to the equivalent amount of 100,000 Euros, or twice the invoice value of the goods or services contracted for, if this value exceeds the equivalent of 100,000 Euros.
 - 16.2 In no event shall we be liable for or recognize any indirect damages; loss of profit; loss of income; loss of opportunity; waiting costs; utilities; inertia time in plant or delays; liquidated damages or penalties imposed on the customer by third parties; contractual liability of the customer to any third party; cost recovery or recall of goods; or any damages, fines or penalties to be paid by the customer.
- 17. Prescription:** The rights of guarantee, compensation for damages and reimbursement of expenses are prescribed by the applicable Argentine laws and regulations.
- 18. Intellectual Property:** The intellectual property rights to any goods, equipment or documents shall remain our exclusive property.
- 19. Compliance with legal provisions, export and customs regulations, compensation, unilateral termination:**
 - 19.1. Unless otherwise agreed in writing, the customer shall be responsible for the observance and compliance with the legal and administrative requirements applicable to him, in particular those relating to the transport, storage, use, distribution and export of the goods, as well as compliance with environmental regulations applicable to their industry in the jurisdiction in question. In particular - but without limitation - the customer may not use, sell or otherwise dispose of the goods for the development or production of biological, chemical or nuclear weapons; for the illicit manufacture of drugs; in violation of embargoes; in violation of any legally established requirement for registration or notification; or without having obtained all relevant authorizations required under applicable law and regulation. The customer agrees to indemnify and hold us harmless from any claim, fine, damage, cost, expense, liability, loss, demand, complaint or proceeding arising out of or relating to a breach by the customer of the above obligations.
 - 19.2. In the event that, at the time of sale/provision of the service, it is necessary to obtain legal or administrative authorization from the customer to carry out the delivery of goods/provision of the service, and this cannot be obtained, we shall have the right to terminate the contract, under the terms of Article 1077 of the Civil and Commercial Code of the Nation, immediately and without the right to compensation in favor of the customer.
 - 19.3. In addition, we may terminate the contract, under the terms of Article 1077 of the Argentine Civil and Commercial Code, without the need for prior notice to the customer, i.e., immediately and without the right to compensation in favor of the customer, in the event that there is a duty to register the product, such registration has not been requested or granted at the time of sale/provision of the service, and such failure is of such importance that it reasonably puts in doubt the possibility that the customer may continue the commercial relationship with respect to the product.

20. Jurisdiction: In the event of a dispute, the competent jurisdiction shall be the ordinary courts located in the city of Buenos Aires, to the exclusion of any other jurisdiction.

21. Applicable Law: The Contract and the legal relationship with the client shall be subject to Argentine law, to the exclusion of the United Nations Convention on the Sale of Goods.

22. Commercial Clauses: As long as they have been agreed in the Contract with the client, commercial clauses in accordance with the International Commercial Terms (INCOTERMS) will be applied and interpreted in accordance with the INCOTERMS 2020.

23. Partial Nullity: Should certain provisions of these general terms and conditions be totally or partially invalid, this shall not affect the validity of the remaining provisions, which shall remain in full force and effect.