

1. General

- a) All deliveries as part of business transactions are subject strictly and solely to these General Conditions of Sale. Any deviation there from, or any supplement there to, shall have no effect unless specifically confirmed by us in writing. This, in particular, applies to Buyer's own conditions.
- b) Any verbal understanding or any agreement transmitted to us by our agents shall be binding upon us only if, and insofar as specifically confirmed by us in writing. It is understood that latest by accepting delivery of the goods Buyer will have signified its unqualified agreement with these General Conditions of Sale irrespective of whether or not it may have objected thereto previously.

2. Prices

In the event that prices are not given or only with the reservation "current list price", the list prices valid on the day of the order shall apply. This shall not apply for orders with delivery terms of more than 4 months. For these, price adjustments of up to 10 % shall be permissible. Higher price adjustments shall require a new price agreement to be reached. Failing such price agreement Buyer shall be entitled to withdraw from the contract.

3. Invoicing

- a) The legal turnover tax (Value Added Tax) will be added to all our prices at the rate applicable at time of sale.
- b) The weights and measurements taken before the goods leave our works or warehouse shall govern.
- c) Packing costs shall be for Buyer's account. Packing which is returned shall be settled in accordance with the prevailing legislation.
- d) Duties and any other levies payable on the goods, which are legally enforced after the date of sale, shall be for Buyer's account.

4. Payment / set-off /

- a) Unless otherwise agreed, all invoices shall be due for incoming payment to our bank account on receipt of the goods, at the latest 14 days after date of invoice, net cash without any deductions. Cheques, bills and other means of payment shall only be accepted on account of performance.
- b) Buyer can only set off against uncontested and legal claims.

5. Delivery

- a) Declarations of weights, quality and size are only

approximate. Deviations as per DIN are permissible.

- b) Partial shipments are permissible in reasonable quantities as well as excess and short deliveries up to 10 % of the total order quantity.
- c) Recipient shall undertake to inspect the delivered goods on arrival at the destination.
- d) The delivery time shall be considered as approximate inasmuch as no fixed delivery time has been agreed. It has been complied with if the goods have left the works/warehouse at the agreed time or Buyer has been notified that the goods are ready for dispatch.

6. Default

- a) Delivery is subject to undisturbed production at the planned rate and regular supply of the required raw materials under existing supply contracts. Any major disturbance of operations and cases of Force Majeure, including strike and lockout, shall entitle us to suspend delivery and/or terminate our delivery obligation. Price agreements applicable to the quantities affected by any such contingency shall apply to the first equivalent quantities to be delivered after termination of contingency. There shall be no pricing during the period of contingency.
- b) In the event that delivery is hindered by any such contingency over a period of more than six months and we do not exercise our right to waive our delivery obligation, then Buyer upon giving us notice reasonably in advance shall have the right, exclusive of any further claims, to refuse to take delivery of any purchased quantity so affected unless we offer a reasonable substitute arrangement.
- c) In the event of our default the Buyer shall be entitled to withdraw from the contract only after having granted us an appropriate grace period for the performance of our obligations by registered post/advice of delivery together with the irrevocable declaration, that after the expiration of such period Buyer will not accept our performance and if we fail to perform our obligation within such period. Except as provided in paragraph 8 hereinafter, no further claims, in particular, claims for damages of any type can be asserted by the Buyer.
- d) The requirement of granting a grace period with declaration of reject according to sub-section c) above shall also apply where a firm delivery period or date is agreed.
- e) All risks arising during transport of the goods to be borne by Buyer.

7. Claims

- a) For warranty purposes, Buyer shall notify us of any claims in respect of the delivered goods not later than ten days after receipt of such goods, any latent defects to be reported to us promptly upon discovery but not later than eight weeks after receipt of the goods.
- b) In the event of proved defects, replacement will be supplied free of charge upon return of the rejected goods. In the event of our default the Buyer shall be entitled to withdraw from the contract or reduce the price only after having granted us an appropriate grace period for the supply of replacement by registered post/advice of delivery together with the irrevocable declaration, that after the expiration of such period Buyer will not accept the supply of replacement and if within such period we fail to supply replacement.
- c) Except as provided in paragraph 8 hereinafter, no further claims, in particular, claims for damages of any type can be asserted.
- d) Warranties are deemed to be expressed only if such warranties are confirmed by us explicitly in writing using the term "warranty". Without such specific confirmation, specifications such as may be contained in catalogues, quality date sheets, quality certificates, analysis certificates, etc., shall not be deemed to be expressed warranties in the legal sense.
- e) No warranty claims may be asserted later than twelve months from effected delivery and acceptance thereof.

8. Limitation of Liability

- a) Buyer can assert a claim for damages instead of performance only after having granted us an appropriate grace period for the performance of our obligations or the supply of replacement by registered post/advice of delivery together with the irrevocable declaration, that after the expiration of such period Buyer will not accept the performance or the supply of replacement and if we fail to perform or supply replacement within such period.
- b) We shall not be liable for any damage whatsoever, such as, but not limited to, any damage caused by tort or caused other than to the delivered goods – unless there is evidence of intent or gross negligence on the part of our company's management or its senior employees or injury to life, health or personal injury or a breach of main duties or an expressed warranty on part of our company. Except for intent and an expressed

- warranty, claims for damages shall in any event be limited to the foreseeable damage.
- c) Except for intent and an expressed warranty, liability with respect to loss of profit is ruled out.
- d) Except for intent and an expressed warranty, liability with respect to other pecuniary damages is ruled out.
- e) The provision according to sub-sections a) to d) above also applies to be benefit of all our employees.
- f) The limitation of liability according to sub-sections a) to e) above does not apply to personal damage or damage to goods used privately according to the law of product liability.
- g) With regard to the relationship between Buyer and us, it is the Buyer's obligation to monitor products we delivered after placing them on the market and react to all dangers or exposures to danger. Buyer shall have the obligation to inform us immediately about all defects, problems and/or dangers in connection with the products we delivered. To the extent that a breach of such duty causes damages or infringements, Buyer is liable exclusively.

9. Title

- a) We retain title to delivered goods until payment has been made in full by Buyer of all amounts arising from the business connection.
- b) Buyer is obliged to keep the said goods safe and shall insure them sufficiently at his expense against loss and damage. Buyer shall assign his claims from the insurance contracts to us in advance.
- c) In the event that circumstances become known to us which would appear to jeopardize the fulfillment of our claims, we shall be entitled to have the delivered goods returned to us.
- d) Reclaiming the goods due to the retention of title shall be possible for us even without withdrawing from the contract.
- e) As long as Buyer fulfils his obligations towards us in an orderly manner, he shall be entitled to dispose of said goods as in ordinary course of business. Buyer shall assign to us all claims arising from the resale of said goods including any ancillary rights. At our request Buyer shall advise his costumers that the goods have been assigned to us and on request to leave us with necessary information and other documents to enable us to assert our rights. Once the value of the securities furnished to us exceeds our total claim by 20 %, we shall be obligated to release such excess securities respectively.
- f) Buyer shall not be entitled to assign, transfer or

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pledge securities as regards the delivered goods.

10. Times of Payment

In the granting of terms of payments all outstanding accounts must at all times be covered by an appropriate line of credit of a renowned credit insurer or equivalent securities. Should the credit insurer reduce the granted line of credit, or should the outstanding accounts exceed the line of credit, SLOVECA, Sasol Slovakia, spol. s r.o. shall, as far as non-covered receivables are concerned, reserve the right to carry out deliveries only against prepayment. This shall also apply in the case of equivalent securities. The purchaser cannot derive any rights from any business practice previously exercised between the contractual partners which may be contrary to the aforementioned.

11. Compliance with legal requirements

- a) Unless specifically agreed otherwise between the Parties, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.
- b) The Parties are aware that they, in the performance and scope of this Agreement, have to fully comply with all applicable laws and regulations, including in particular all relevant competition laws, anti-bribery and anti-corruption laws as well as export control and sanction laws and regulations (“Sanctions Restrictions”).
- c) In case of resale of the goods, the Buyer shall, to the extent permitted by law, ensure that the destination of the goods is not in a country or territory which is subject to comprehensive (broad-based and geographically oriented) Sanctions Restrictions by the UN, the EU, the US or the United Kingdom (currently Iran, Cuba, Syria and North Korea).

12. Place of Performance, Applicable Law, Jurisdiction

- a) Place of performance for both parties: [].
- b) The contract is subject to the laws of the Slovak republic. The rules of conflict of laws and UN Sales Law are not applicable.
- c) Place of jurisdiction is the competent court for the domicile of SLOVECA, Sasol Slovakia, spol. s r.o.

SLOVECA, Sasol Slovakia, spol. s r.o.

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