

GENERAL CONDITIONS OF MOBILE FILTERS LEASE

ARTICLE 1 – Object

These general conditions of lease (hereinafter “GCL”) are an essential part of the lease agreement howsoever named (hereinafter the “Agreement”) executed by and between Chemviron Italia S.r.l. (hereinafter “CHEMVIRON”) and companies using activated carbon mobile filters (hereinafter the “Lessee”) and govern the said lease (hereinafter the “Lease”), with no explicit reference thereto being required, with regard to all aspects not otherwise regulated by the parties in writing.

ARTICLE 2 – Application of the GCL

Should the Lessee have its own general conditions applicable to the Lease, containing provisions clashing with the provisions set forth in the Agreement and/or in the GCL, the same shall not apply its conditions, and, in any case, the Agreement and the GCL will override any other document pertaining to the Lease and originating with the Lessee.

ARTICLE 3 – Place and terms of use of the material

3.1. The asset/s covered by the Agreement (defined in the Agreement and in the GCL as “Material”) shall be used by the Lessee, only, at the place of use agreed by the parties in the Agreement, which shall always be accessible to CHEMVIRON upon its simple request. Therefore, the Lessee shall not transfer the Material elsewhere, nor shall it grant the use thereof to third parties, whatever the reasons or circumstances.

3.2. The Material shall be used by the Lessee strictly for the purposes and under the terms for which it has been designed, as better detailed in the user and maintenance manual attached to the Agreement. In addition, the Lessee agrees to use the Material in full compliance with applicable legislation, especially in matter of environment and safety. Therefore, the Lessee shall not use the Material for purposes and under terms other than those agreed herein, in particular, in conformity with the production limits (eg the operating pressure, operating temperature and resistance to corrosion).

3.3. The Lessee shall make no changes or additions to the Material, including in terms of devices or accessories, unless by prior written agreement with CHEMVIRON.

3.4. The Lessee will be required to use the Material strictly and solely through its own qualified staff, to store it in a sheltered place when not operated, to keep it clean and, in general, to keep it in good operating conditions (please refer to the article herein under for cleaning, repair and maintenance provisions art. 4).

ARTICLE 4 – Cleaning, repair and maintenance

4.1. Obligations of CHEMVIRON. The routine maintenance of the Material will be the responsibility of CHEMVIRON and will also include the replacement, at the works of CHEMVIRON, of worn or defective pieces, especially joints, shaping tools, nuts and bolts in general, the price of which being fully included in the flat-rate Lease payment. It is understood, instead, that the Lessee will be responsible for cases of anomalous deterioration or breakage of parts caused by improper use of the Material or in any case non-conforming to article 3. In the said circumstances, therefore, any outlay for the repair and re-commissioning of Material will be chargeable to the Lessee, in accordance with the estimate or a price list previously submitted to the Lessee.

4.2. Obligations of the Lessee: The Lessee agrees to inform CHEMVIRON promptly of any malfunctioning or fault of the Material and, should it be required, he shall de-activate the equipment up to the time of transport to carry out repair operations, failing which, he shall be held liable for the damage to the Material arising from the failure to de-activate promptly. No liability will be ascribable to CHEMVIRON for any damage the Lessee should incur vis-à-vis the aforementioned malfunctioning or faults of the Material.

In addition, the Lessee shall verify on a daily basis and at its expense the cleaning and good operating conditions of the Material.

4.3. Schedule of maintenance operations.

The verification and maintenance operations to be carried out by CHEMVIRON as referred to in the foregoing point 4.1 will be performed when sending the Material at the works of CHEMVIRON upon expiry of the Agreement or at the time of Turnover, as better described in art. 10 herein under, should this be provided for with the transport of the mobile Filter at the works of CHEMVIRON.

ARTICLE 5 – Duration of the agreement

5.1. The duration of Agreement, as determined herein, runs as of the date of delivery of the Material at the place agreed, as better described in art. 7 herein under, and will be intended as tacitly renewed for an equal period of time, without prejudice to the provisions referred to in art. 6 herein under on the review of Lease payments, unless either party should inform the other of its intention to terminate the Agreement.

This notice of termination shall be communicated via registered letter and the notice period shall be at least equal to one third of the duration of the Agreement, as set forth in the same.

5.2. Upon termination of the Lease, howsoever caused, as well as in the case of interruption of the Agreement as referred to in art. 11.4 herein under, the Lessee shall immediately return the Material in the conditions in which the same received it. All the expenses that CHEMVIRON shall incur to satisfy the obligation of immediate returning by the defaulting Lessee and, in particular, any expenses for dismantling, packing or transport will be reimbursed by the Lessee.

ARTICLE 6 – Amount payable and terms of payment

6.1. As amount payable for the performance of this Agreement, the Lessee will be required to pay the flat-rate Lease amount (1), any Turnover cost (2) and the transport cost (3) for the amount agreed and shown in the Agreement, respectively.

6.2. Flat-rate Lease Payment (1).

The Flat-rate Lease Payment shall be settled by the Lessee at the start of each lease month. Should the duration of the Agreement be protracted over 12 (twelve) months pursuant to the foregoing art. 5, the Lease payment will be reviewed by CHEMVIRON.

6.3. Turnover Cost (2).

The Turnover Cost, where applicable, refers to the performance of the operations set forth in art. 10.2 and shall be settled by the Lessee upon Turnover.

The Turnover Cost is initially fixed on the basis of the table shown in the Agreement in accordance with the estimated yearly turnover number. If the number of turnovers in a year should differ from that initially estimated, CHEMVIRON may review the Turnover Cost on the basis of the table shown in the Agreement, which will affect the cost of turnover referring to the year that has elapsed.

6.4. Cost of transport (3).

The cost of transport includes the transfer (to and from) of the Material from the place of use shown in the Agreement to the works of CHEMVIRON and shall be settled by the Lessee upon payment of, where applicable, the Turnover Cost referred to in the foregoing point 6.3 or in accordance with the terms shown in the special conditions.

The cost of transport is fixed for the period of duration of the Agreement as shown in its Special Conditions and will be reviewed by CHEMVIRON upon each tacit renewal of the Agreement, as set forth in art. 5.1.

6.5. The Lessee agrees to pay the amounts set forth in the foregoing points 6.2, 6.3 and 6.4 regardless of the payment of any sums owing by CHEMVIRON.

ARTICLE 7 – Delivery of material – Safety

7.1. The delivery of Material by CHEMVIRON will be at the place of use, as better shown in the Agreement, and will be documented by the signature of the Lessee on a delivery note.

7.2. Right from the delivery of the Material at the premises of the Lessee, the latter and CHEMVIRON agree to obtain information and update each other on the risks connected with their respective activities and to cooperate in the implementation of prevention measures and protection from risks connected with the presence of the appointees of CHEMVIRON on the Lessee's premises and coordinate its efforts with the projects aimed at the prevention and protection against risks arising from interferences of any work of other companies which may be involved in the execution of the same work, as provided for in art. 26 of Legislative Decree 81/2008.

The Lessee will supply CHEMVIRON, or its appointees, with the information on risks specific to its own activity and the areas where CHEMVIRON staff, or its appointees, shall operate and deliver a copy of the documentation required to that end.

ARTICLE 8 – Responsibility and insurance

8.1. Responsibility of the Lessee

As of the date of delivery of the Material, and up to its return, the Lessee is established as the custodian of the Material itself and will therefore be responsible for any deterioration or damage incurred by the Material or damage or harm caused by the latter to persons and things, and for loss, theft, fire or destruction thereof. The Lessee shall inform CHEMVIRON of any happening, via registered letter with return receipt advanced via fax, within 48 (forty-eight) hours.

In any case, CHEMVIRON will not be liable to the Lessee or third parties for any use made of the Material which does not conform with applicable provisions, especially in matter of environment and safety.

8.2. Insurance: The Lessee agrees to undersign and make sure an insurance policy is kept valid for the entire duration of the Agreement with a primary insurance company, approved by CHEMVIRON, as cover against all the risks undertaken in connection with the performance of the Agreement, and in particular, under the foregoing point 8.1. The Lessee may be requested by CHEMVIRON to exhibit the said insurance policy.

More specifically, the Lessee agrees to insure the Material against risks of theft, explosion and other forms of deterioration of the conditions of the Material.

ARTICLE 9 – Proprietorship over material

9.1. The Lessee will acquire no proprietorship rights over the Material or any part thereof. In particular, the pieces and spare parts will remain the property of CHEMVIRON.

9.2. Unless otherwise authorised in writing by CHEMVIRON, the Lessee shall not sublease or assign in any capacity whatsoever the Material to third parties, be it free of charge or for valuable consideration. In addition, the Lessee shall not pledge the Material or otherwise misappropriate it in favour of third parties and shall exert its best efforts to oppose any attempt at sequestration of the Material which may prejudice CHEMVIRON, in any case by warning CHEMVIRON promptly via registered letter with return receipt, advanced by fax.

9.3. The Lessee, including in the case of sublease authorised by CHEMVIRON, shall in any case remain directly liable to CHEMVIRON in case of any loss incurred by the same as a result of the violations of any one of the provisions hereinbefore and agrees as of now to hold CHEMVIRON harmless against any damage, request and/or claim.

9.4. CHEMVIRON may, at any time, assign to third parties the leased Material and the assignee shall accept the contents of the Agreement.

ARTICLE 10 – Transport and turnover of material

10.1. Transport: the transport consists in the transfer by CHEMVIRON and at the expense of the Lessee of the Material from the place of use agreed in the Agreement to the works of CHEMVIRON, and back, whenever it should be required.

It is understood that the transport at the beginning and at termination of the lease of the Material between the works of CHEMVIRON and the place of use agreed in the Agreement is transport to be remunerated pursuant to the foregoing art. 6.4.

10.2. Turnover: The term “Turnover” (used in the Agreement and in the GCL) stands for the performance of operations required for extracting the spent activated carbon and its replacement. Unless otherwise agreed in writing between the parties, the Turnover must be performed strictly by CHEMVIRON.

ARTICLE 11 – Termination and interruption of the Lease

11.1. The Agreement will be intended as automatically terminated within the meaning of art. 1456 of the Italian Civil Code, should the Lessee breach any one of the following provisions:

- art. 3 (Place and terms of use of the material);
- art. 4.2 (Obligations of the Lessee);
- art. 6 (Amount payable and terms of payment);
- art. 8 (Responsibility and insurance);
- art. 9 (Proprietorship over material).

The Agreement shall also be deemed to be terminated by operation of law under art. 1456 of the Italian Civil Code in the event that the economic conditions of the Lessee are such that the Lessee can be expected to be insolvent (e.g. in case of protests).

11.2. Termination will occur by operation of law when CHEMVIRON should declare to the Lessee its intention to resort to the termination by operation of law clause.

11.3. In the case where the Lessee should be late with the payment of the amount due, should CHEMVIRON not resort to the right referred to in the foregoing point 11.1, it may however suspend performance of the Agreement until payments in arrears have been settled in full, and in no capacity whatsoever will CHEMVIRON be held liable for any damage incurred either directly or indirectly by the Lessee as a result of exercising the said right.

ARTICLE 12 – Penalty

12.1. Except in the case set forth in point 12.2 herein under, in case of non-performance of the Agreement, the Lessee will be required to pay CHEMVIRON, by way of penalty, a sum equal to 10% (ten per cent) of the amount obtained by multiplying the flat-rate monthly lease payment agreed in the Agreement by the months of duration of the Agreement itself.

12.2. In case of a delay in the performance of the obligation to return the Material, the Lessee will be required to pay, for each day behind schedule, a sum calculated on the basis of the daily portions referring to the last agreed monthly Lease payment.

12.3. CHEMVIRON and the Lessee agree that, with regard to the penalty referred to in the foregoing points 12.1 and 12.2, CHEMVIRON will in any case be entitled to request compensation for any further losses incurred.

ARTICLE 13 – Ethics and Compliance

The values of the Kuraray Corporate Statement, Compliance Handbook and of the Calgon Carbon Code of Conduct are essential to Chemviron to create a sustainable value. Customer agrees to comply with the said Statement, Handbook and Code of Conduct which can be found at Chemviron's website (www.chemviron.eu) or which will be sent when requested.

ARTICLE 14 – Final Provisions

14.1. Personal Data. The parties mutually acknowledge that, strictly for the purposes of the performance of the Agreement and solely for the duration of the same, they undertake to process the personal data of which they will become aware during the Contract in compliance with the rules set forth in *EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data*,

and repealing Directive 95/46/EC and in Legislative Decree 196/2003 as amended by Legislative Decree 101/2018, and disclose the same to third parties strictly in connection with the performance of this Agreement.

14.2. Force majeure. The time for the parties' performance of an obligation under the Contract, including shipment or delivery, shall be reasonably extended due to circumstances outside either party's reasonable control, such as action by government or other public authority, war, terrorism, riots, strikes, lockout, flood, fire, epidemic and pandemic, breakdown of machines, inadequate supply of raw material or energy, unavailability of transport, and similar circumstances. In the event that the performance is delayed by more than 90 days for such cause then either party may on seven days prior written notice withdraw from the Contract with no obligation or liability whatsoever.

14.3. Applicable Law. For any matter not expressly provided for herein or in the GCL, CHEMVIRON and the Lessee agree that reference shall be to the provisions of the Italian Civil Code.

14.4. Sole Jurisdiction. Any controversy arising in connection with this Agreement or the GCL, including when pertaining to their validity, interpretation, performance, dissolution and/or termination, where not settled amicably between the parties, shall be referred to the Court of Milan as exclusive jurisdiction.

* * *

Rho, _____

The Lessee)
(Stamp and signature)

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the following clauses are specifically approved in writing:

art. 2 (Application of the GCL); art. 4.2 (Obligations of the Lessee); art. 5 (Duration); art. 6.5 (Payments); art. 8.1 (Responsibility of the Lessee); art. 9.2 (Limitations specific to use); art. 11.2 (Suspension of Lease); art. 12 (Penalty); art. 14.4 (Sole Jurisdiction).

(The Lessee)
(Stamp and signature)



CHEMVIRON offers a complete packet of services of reactivation, including filter emptying and filling at the customer's facility, transport and recovery of the spent carbon. All the activities, also at the customers, are carried out in accordance with the most severe procedures for safety and environment.

The term reactivation refers to the thermal process, which leads to the destruction of the adsorbed pollutants from the pores of the activated carbon, in order to make it reusable again. Reactivation represents an exceptional alternative to the disposal of the spent carbon and also the best choice from an ecological and economic point of view. Moreover it allows a significant raw materials use reduction, otherwise necessary for the production of virgin activated carbons.