

## **GENERAL TERMS AND CONDITIONS**

### **COLLECTION AND SUPPLY OF ACTIVATED CARBON**

#### **ARTICLE 1 - Subject Matter**

These general terms and conditions ("GTCs") of Chemviron Italia S.r.l. ("Ch") shall be an integral part of any agreement entered into with CHEMVIRON ("Agreement") for the delivery of services concerning the collection and regeneration of waste composed of exhausted granular activated carbon for the industrial and food sectors ("Collection Service"), and the supply of new or regenerated granular activated carbon for the industrial and food sectors ("Supply Service"). These GTCs will govern the Collection and Supply Services without the need for express reference in relation to any matters that are not otherwise governed by the parties in writing. The customer ("Customer") may commission CHEMVIRON to deliver either only the Collection Service, or only the Supply Service, or both Services.

#### **ARTICLE 2 - Effectiveness of GTCs**

In the event that the Customer should have such general terms and conditions of its own applicable to the subject matter of the GTCs as to include provisions that are inconsistent with the contents of the GTCs, the Customer hereby represents that the Customer will waive such conditions, since the GTCs shall prevail over any other document supplied by the Customer.

#### **ARTICLE 3 - Offers and Orders**

**3.1.** In the event that the Collection and/or Supply Services should be delivered following the placement of an order by the Customer ("Order" or "Orders"), the Order passed to CHEMVIRON shall be an irrevocable order of the Customer and be binding to CHEMVIRON, provided that the said order is agreed to in writing by CHEMVIRON. It is hereby expressly understood that the delivery of the Collection and/or Supply Services by CHEMVIRON according to the Order without further notice to the Customer shall be deemed to be a confirmation and acceptance thereof, subject to the provisions of article 4.5 below.

In the event that the Customer should apply for the cancellation of the Collection or Supply Services under any Order or an offer submitted by CHEMVIRON and agreed to by the Customer - for example, in case of joint execution of the Agreement -, CHEMVIRON will be free to agree to, or reject, such cancellation. Acceptance of cancellation, if any, shall be confirmed in writing. If cancellation is agreed to, the Customer shall, at the request of CHEMVIRON, pay an amount accounting for 5% (five percent) of such amount as agreed for the Collection and/or Supply Services being cancelled, as a penalty, provided that CHEMVIRON may be compensated for any further damage. Whereas, in the event that CHEMVIRON should not agree to such cancellation, the Customer shall pay the entire agreed amount, provided that CHEMVIRON may be compensated for any damage.

**3.2.** Such information concerning the Collection and Supply Services as contained in the price lists, catalogues or any other documents shall not be binding to CHEMVIRON. CHEMVIRON may make any changes thereto, without being liable therefor.

#### **ARTICLE 4 - Description and Performance of Collection and Supply Services.**

##### **4.1. Description of Collection Service**

The Collection Service may be performed in any of the following manners, as chosen by the Customer:

- i) collection, transportation and processing: extraction of exhausted activated carbon from the filters, transportation to the CHEMVIRON plant and processing through recycling;
- ii) transportation and processing: assignment by the Customer of such exhausted activated carbon as extracted from the filters to such carrier as designated by CHEMVIRON and transportation thereof to the CHEMVIRON factory for processing through recycling;
- iii) processing only: assignment by the Customer of exhausted activated carbon directly to the CHEMVIRON factory and processing through recycling.

##### **4.2. Description of Supply Service**

The Supply Service may be performed in any of the following manners, as chosen by the Customer:

- i) transportation and delivery to filters: transportation of activated carbon and delivery to filters;
- ii) transportation only: transportation and delivery of activated carbon to such place as chosen by the Customer; the Customer shall be responsible for delivery to the filters;
- iii) delivery only: delivery of activated carbon to the CHEMVIRON factory; the Customer shall be responsible for transportation and delivery to the filters.

**4.3.** The Collection and Supply Services may be ordered by the Customer either severally or jointly. In the latter instance, in the event that the Customer should intend to purchase such batches of activated carbon as delivered to CHEMVIRON in the performance of the Collection Service, the Customer shall expressly state the said choice in either the Order or the Agreement concerning the Supply Service.

**4.4.** The Collection and Supply Services shall be commissioned by the Customer with reasonable notice, the details of the individual order being stated in the documents supplied by CHEMVIRON therefor, or in the Order.

##### **4.5. Performance of Collection Service**

The performance of the Collection Service shall be subject to the prior acceptance by CHEMVIRON of all of such pre-printed forms as supplied by CHEMVIRON to the Customer with the offer, confirmation of Order or Agreement, and filled in and promptly returned by the Customer to CHEMVIRON.

Upon the return of the said forms and in accordance with the information provided by the Customer, who shall assume all responsibility for the truthfulness of the information contained therein, CHEMVIRON may modify the terms of performance of the Collection Service or refuse to perform the Collection Service, without being liable therefor.

In the event that the Customer should deliver to CHEMVIRON exhausted activated carbon under the Collection Service, delivery will occur on a DDP basis (Incoterms 2010 or later edition), at the CHEMVIRON warehouse in San Pietro di Legnago (VR), via Malon 2.

However, CHEMVIRON may refuse to accept any carbon under the Collection Service that is not accompanied by copies of such forms (if so required by the type of carbon under the Collection Service) as signed by the Technical Management of CHEMVIRON by way of acceptance, and any carbon that is shown not to comply with the information provided by the Customer in the said forms, or the documentation to be supplied under the applicable regulations, without being liable therefor, and unless the parties hereto agree on the new terms of performance of the Collection Service.

In the event that the Collection Service cannot be delivered by CHEMVIRON, owing to noncompliance of carbon with the information provided by the Customer in the relevant forms, exhausted carbon will be returned to the Customer at the expense of the Customer, provided that CHEMVIRON may be compensated for any further damage.

#### **4.6. Performance of Supply Service**

In the event that CHEMVIRON should only supply the Customer with activated carbon at the CHEMVIRON factory under the Supply Service, such delivery will occur on an FCA basis (Incoterms 2000 or later edition) at the CHEMVIRON warehouse in San Pietro di Legnago (VR), via Malon 2.

Such delivery date of activated carbon as may be stated in the Agreement or in any other documents relating to the Collection Service shall be deemed to be given by way of example only, and shall not be binding to CHEMVIRON.

In the event that the Customer should not collect activated carbon under the Supply Service at the CHEMVIRON factory by the agreed deadline or such deadline as stated by CHEMVIRON, or should not allow CHEMVIRON to deliver activated carbon under the Supply Service in the agreed place by the agreed deadline or in such place or by such deadline as stated by CHEMVIRON, CHEMVIRON may notify the Customer of a new deadline by which activated carbon under the Supply Service shall be collected or delivered, as the case may be.

Subject to the provisions of article 9, as from such moment invoiced activated carbon under the Supply Service shall be stored for free until the new deadline above. After such deadline, the Customer shall pay, for any additional storage week of carbon, an amount of 10 euros/ton for the first three months and an amount of 25 euros/ton for the three months following the first three months respectively. After such additional six-month period has also elapsed without the Customer collecting carbon under the Supply Service, the Parties hereto agree that the Agreement shall be deemed to be terminated, and CHEMVIRON will have activated carbon available, without the Customer making any claims.

After the first six-month period above has elapsed, activated carbon under the Supply Service shall be stored at the CHEMVIRON factory, at the risk of the Customer, and the Customer shall be solely responsible for any loss, damage, theft, destruction or similar events which may involve carbon, waiving any action against CHEMVIRON.

#### **ARTICLE 5 - Claims. Limited Liability**

**5.1.** After the performance of the Collection and/or Supply Services causing CHEMVIRON to extract activated carbon and putting activated carbon into the filters, the Customer shall fill in, sign, and return to CHEMVIRON, the so-called "Service Closing Report" supplied by CHEMVIRON. Any claims of the Customer after the delivery of the said document, concerning, in all respects, the performance of the Collection and Supply Services, shall be submitted in writing to CHEMVIRON within 8 (eight) days of the completion of the performance of the Collection or Supply Services, stating any problems being shown. Failure to make claims within the said period will cause the Collection and Supply Services to be fully accepted, without the Customer claiming for compensation or making any other claims therefor.

The same period - that is, 8 (eight) days of the performance of the Collection or Supply Services - will apply to any claims relating to the Collection or Supply Services that will not involve using the form "Service Closing Report".

However, it is hereby understood that CHEMVIRON shall not be liable for such claims of whatever nature as the Customer may receive from any third parties owing to the performance or non-performance of the Collection and/or Supply Services.

**5.2.** In the event of claims relating to the Supply Service, the Customer shall keep the activated carbon concerned physically separate from any other lots. Once the legitimacy of the claim has been established, the Parties hereto may agree on adequate compensation, the amount not exceeding the replacement costs of such activated carbon as claimed for anyway. However, CHEMVIRON shall not be liable for consequential damages or failure to make profits. In the event that carbon should be replaced, the Customer shall, at the request of CHEMVIRON, provide CHEMVIRON replacement carbon for free.

**5.3.** The warranty relating to the Supply Service will not apply in the event that the Customer should not be able to prove that the Customer has correctly stored or handled the activated carbon being claimed about, and that the Customer has not altered or modified the activated carbon being claimed about.

**5.4.** The Customer hereby acknowledges that, in the event that the Customer should ask to be supplied with the batch of activated carbon under the Collection Service, for reasons relating to the regeneration process, once regenerated, activated carbon may change in weight, depending on the type of carbon, compared to the amount delivered by the Customer, any refunds, reimbursements or such other compensation as claimed therefor not being included.

**5.5.** CHEMVIRON will maintain the right to withdraw any defective activated carbon delivered to the Customer from the market, at the expense of CHEMVIRON, in the event that CHEMVIRON should be made to take such measure by the Authority or deem it advisable anyway, being able to rely on the actual, prompt co-operation of the Customer.

#### **ARTICLE 6 - Environment and Safety**

**6.1.** In the event that under the Collection and/or Supply Services any operations should be conducted at places available to the Customer, the Customer warrants that such places comply with applicable provisions (including provisions concerning the environment, hygiene and safety at the workplace), and shall indemnify and keep indemnified CHEMVIRON from and against, for example, damage to third parties.

**6.2.** In particular the Customer shall co-operate with CHEMVIRON in the implementation of risk prevention and protection at the workplace, in the

fulfilment of the obligations under applicable provisions, and in the co-ordination of such measures as aimed at protecting and preventing risks resulting from interference within the work, for example, of any other businesses involved therein, under article 26 of Italian Legislative Decree 81/2008.

In particular the Customer shall:

- a) deliver to CHEMVIRON such documentation as requested by CHEMVIRON, promptly, and before the performance of the Collection and Supply Services anyway;
- b) keep the above documentation up-to-date, promptly notifying CHEMVIRON of any change.

**6.3.** Any delay in the performance of the Collection and Supply Services somehow connected with the failure of the Customer to fulfil the obligations under this article shall not cause CHEMVIRON to be liable for failure to meet the agreed deadlines.

#### ARTICLE 7 - Consideration, Invoices and Payments

**7.1.** The Customer shall pay such prices as agreed with CHEMVIRON as consideration for the performance of the Collection and/or Supply Services.

**7.2.** The Collection and Supply Services shall be invoiced in accordance with current laws. In the event that the Collection and Supply Services should be invoiced "by weight", invoicing weight shall be determined by weighing activated carbon under the Collection and Supply Services at the CHEMVIRON factory. In the event that the Customer should apply for the performance of both Collection and Supply Services, the said services shall be invoiced separately.

**7.3.** Such consideration as referred to in article 7.1 shall be paid for within 30 days of date of invoice (end of month), unless otherwise specified, regardless of payment of such amounts as may be payable to the Customer by CHEMVIRON. In case of failure to make any payment within the said period, the Customer shall pay interest on the amount due as from the day following expiration of the said period, under Italian Legislative Decree 231/2002.

**7.4.** In the event that the Parties hereto should agree that payment of the Supply Services should be extended, whether in part or in full, such activated carbon as delivered to the Customer shall remain the property of CHEMVIRON until the price is paid in full.

#### ARTICLE 8 - Subcontracts and Subsupplies

**8.1.** Under article 1656 of the Italian Civil Code, the Customer hereby authorizes CHEMVIRON to subcontract, whether in part or in full, the performance of the Collection and/or Supply Services as required and needed by CHEMVIRON. It is however understood that CHEMVIRON shall not be liable for any damage caused to the Customer or third parties by any subcontractors in any way, the Customer waiving any claim against CHEMVIRON.

**8.2.** In the event that the Collection and/or Supply Services should be subcontracted, whether in full or in part, to any subcontractors and/or sub-suppliers at places available to the Customer, the Customer shall closely co-operate with the said subcontractors and/or sub-suppliers, especially in relation to profiles connected with such obligations to be fulfilled about the environment, hygiene and safety at the workplace as referred to in article 6 above, and required, for example, under article 26 of Italian Legislative Decree 81/2008.

#### ARTICLE 9 - Termination and Interruption of Collection and Supply Services

**9.1.** The Agreement shall be deemed to be terminated by operation of law under article 1456 of the Italian Civil Code in the event that the Customer should not comply with any of the following provisions:

- article 2 (Effectiveness of GTCs);
- article 4.5 (Filling in of Forms);
- article 4.8 (Delivery and Collection Deadlines);
- articles 5.1 and 5.2 (Claims);
- article 6.2 (Compliance with Safety Standards);
- article 7.3 (Payments);
- article 8 (Subcontracts and Subsupplies).

**9.2.** The Agreement shall also be deemed to be terminated by operation of law in the event that the economic conditions of the Customer are such that the Customer can be expected to be insolvent (e.g. in case of protests).

**9.3.** In the event that such circumstances as referred to in articles 9.1 and 9.2 should apply, the Agreement shall be terminated by operation of law when CHEMVIRON represents to the Customer that CHEMVIRON intends to avail itself of the termination clause.

**9.4.** In the event that the Customer should delay the payment of the Collection and/or Supply Services, if CHEMVIRON does not avail itself of such right as referred to in article 9.1 above, CHEMVIRON may interrupt the performance of the Collection and Supply Services, with reference, for example, to any Orders that have already been expressly accepted, until the outstanding payments have been fully settled, without CHEMVIRON being liable for any direct or consequential damage caused to the Customer as a consequence of the exercise of such right.

#### ARTICLE 10 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. The Customer agrees to comply with the said Statement, Handbook and Code of Conduct which can be found at Chemviron's website ([www.chemviron.eu](http://www.chemviron.eu)) or which will be sent when requested.

#### ARTICLE 11 – Force majeure

The time for the parties' performance of 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.

#### ARTICLE 12 - Final Provisions

**12.1. Personal Data.** CHEMVIRON and the Customer hereby mutually acknowledge that, for the purposes of performing the Collection and Supply Services only, CHEMVIRON and the customer 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 also disclose the said data to third parties, for the said purposes only.

**12.2. Applicable Law.** The Collection and Supply Services shall be governed by and construed in accordance with the Italian Law. CHEMVIRON and the Customer agree that any matters that are not expressly contemplated herein shall be governed by and construed in accordance with such provisions as are applicable to the Collection and Supply Services.

**12.3. Sole Jurisdiction.** Any controversy arising out of or relating to the Collection and Supply Services that is not amicably settled between the parties hereto shall be solely submitted to the Court of Verona.

\* \* \*

Legnago (VR), \_\_\_\_\_

\_\_\_\_\_  
(Customer)  
(Stamp and Signature)

Under articles 1341 and 1342 of the Italian Civil Code the following articles are specifically approved in writing:

- article 2 (Effectiveness of GTCs);
- articles 3.1 and 3.2 (Offers and Orders);
- articles 4.5 and 4.6 (Performance of Collection and Supply Services);
- articles 5.1, 5.2 and 5.3 (Claims and Limited Liability);
- article 6.3 (Delayed Performance of Collection and Supply Services);
- articles 7.3 and 7.4 (Payments and Ownership);
- article 8.1 (Subcontracts);
- article 9.4 (Interruption of Collection and Supply Services);
- article 12.3 (Sole Jurisdiction).

\_\_\_\_\_  
(Customer)  
(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.