

GENERAL CONDITIONS OF SALE OF CHEMVIRON**ITALIA S.r.l.****ARTICLE 1 - Purpose**

Unless otherwise agreed in writing with Chemviron Italia S.r.l. (hereinafter, "CHEMVIRON"), these general conditions of sale (hereinafter, "GCS") shall form an integral part of every agreement, howsoever referred to, reached with CHEMVIRON (hereinafter, the "Contract") for the sale and/or supply of its products (hereinafter, the "Products") and shall regulate such sale and/or supply (hereinafter, together, the "Sale"), without the need, in terms of all those aspects not otherwise regulated by the contracting parties in writing, for an express reference thereto.

ARTICLE 2 - Validity of the GCS

If the purchaser of the Products (hereinafter, the "Purchaser") has its own general conditions of purchase applicable to the Sale that contain provisions which are contrary to what is provided for in the Contract and/or in the GCS, the latter will waive those conditions, and the GCS and Contract shall in any event prevail over any other document from the Purchaser relating to the Sale.

ARTICLE 3 - Quotes and conclusion of the Sale

3.1. Where the Sale takes place as the result of the issue of a purchase order from the Purchaser (hereinafter, the "Purchase Order" or the "Purchase Orders") or as the result of the acceptance of a quote issued by CHEMVIRON, the Purchase Order or quote, duly signed and forwarded to CHEMVIRON, shall represent an irrevocable contractual proposal from the Purchaser and shall become binding on CHEMVIRON only if accepted in writing by the latter.

3.2. It is understood that the information on Products shown on lists, catalogues or other documents of CHEMVIRON shall not be binding on CHEMVIRON, who reserves the right to make any changes to the Products without this causing it to incur any liability.

ARTICLE 4 - Delivery of the Products, transfer of risks, limitation of liability and REACH regulations

4.1. Except for where it is CHEMVIRON who deals with their shipment, the Products will be carried at the Purchaser's risk and therefore, the transfer from CHEMVIRON to the Purchaser of the risk relating to loss, damage, theft, destruction, or other similar events in which the Products might be involved, will take place as of the moment in which the Products are handed over to the first carrier for shipment.

4.2. As of the moment of delivery of the Products, and notwithstanding what is provided for by mandatory provisions of law and in the GCS, the Purchaser shall assume any liability connected with the possession of the Products, including for illustrative purposes only and without being limited to, those liabilities relating to their use (REACH regulations) and those arising as the result of compliance with the obligations imposed by the applicable legislation (in particular, in the food sector) in force in the Country or Countries concerned, undertaking to indemnify and hold harmless CHEMVIRON in this regard.

In the context of international sales, the delivery will be governed by the Incoterms (Rules interpreting international commercial terms) published by the International Chamber of Commerce (most recent edition).

4.3 The various uses for the Products identified in the Safety Data Sheets ("SDS") applicable to the Products pursuant to ("REACH") Regulation 1907/2006/EC, as amended and supplemented, shall not equate to an agreement between the contracting parties as far as concerns the technical and commercial specifications of the Products and/or their applications. Within the scope of the REACH regulations, the customer shall notably check to ensure that their conditions of use conform to what is described in the SDS. In the case of "transported isolated intermediates" as defined in the REACH regulations, the Purchaser must certify in writing, prior to the conclusion of the Sale, that these meet the conditions set out in Article 18 of the aforesaid regulations. CHEMVIRON shall not assume any liability in case of the non-compliant and/or unlawful use of the Products or in case it is prevented or delayed in performing the obligations incumbent upon it where such inability or delay is the result of the need to comply with the obligations imposed by the REACH regulations.

ARTICLE 5 - Warranty

5.1. The warranties offered by CHEMVIRON in relation to the Sale shall be limited to what is set out in this Article, with the applicability of the warranties governed by the law applicable to the Sale being consequently ruled out.

5.2. CHEMVIRON warrants that the Products are owned exclusively by it and are not encumbered by any pledge or other lien, encumbrance or charge.

5.3. Any claims that might be made by the Purchaser and that concern, under any heading, the Products received or the delivery thereof must be notified in writing to CHEMVIRON within 8 (eight) days of delivery, with an indication of the references necessary for the identification of the defective Products (in particular, the details of the transport document or invoice number and date, where available). The failure to raise an objection within the aforesaid deadline shall be equated to the acceptance in full of the Products. CHEMVIRON is however not obliged to provide a warranty for any latent defects existing in the Products and discovered after the expiry of the aforementioned deadline.

5.4. Notwithstanding what is set out in subsection 5.3 above, CHEMVIRON's liability shall in any event be limited to the replacement of the Products forming the subject of the claim or, at CHEMVIRON's option, to the reduction in or reimbursement of the consideration paid by the Purchaser, with the express exclusion of any further compensation for other damages that might possibly be suffered by the Purchaser, including consequential loss or damage or loss of profits. In any event, it is understood that CHEMVIRON will not be obliged to assume liability for claims for damages of any kind that the Purchaser might receive from third persons in relation to the Products.

5.5. The warranty relating to the Products will not operate if the Purchaser is unable to prove that it has kept or handled the Products properly, and that it has not altered or modified them.

5.6. CHEMVIRON will at all times reserve the right to withdraw the defective Products from the market, at its expense, being able, in this, to count on the Purchaser's effective and prompt cooperation.

ARTICLE 6 - Force majeure

CHEMVIRON will not assume liability for damages suffered by the Purchaser for reasons not attributable to it, in particular due to the withdrawal of the Products from the market if CHEMVIRON is obliged by the Authorities to adopt this measure or if it in any event considers it appropriate. In such cases, the Purchaser undertakes to provide its utmost cooperation to facilitate the completion of the operations of withdrawal of the Products.

ARTICLE 7 - Consideration, billing, payments and reservation of ownership

7.1. The Purchaser shall be obliged to pay the price agreed with CHEMVIRON as the amount due by way of consideration for the performance of the Contract. The sale of the Products will be billed under the terms provided for by the legislation currently in force.

7.2. Unless otherwise agreed in writing, payment for the Products must be made within 30 (thirty) days of the date of the relevant invoice by means of a collection order. If any payment is not made within the aforesaid deadline, or within any different deadline agreed in writing, the Purchaser will be obliged to pay, as of the date following the expiry of the aforesaid deadline, interest on the amount due pursuant to Legislative Decree 231/2002.

7.3. Should it be agreed that payment for the Products may be deferred in full or in part, Products delivered to the Purchaser will remain the property of CHEMVIRON up until such time as the price has been paid in full and the Purchaser undertakes, up until that time, not to encumber the Products purchased with rights of lien or to otherwise divert them in favour of third parties, notwithstanding moreover what is provided for in Article 4 above.

7.4. If the Products are delivered in packaging that must be returned to CHEMVIRON, this shall remain the latter's sole property and must be returned under the responsibility and at the expense and risk of the Purchaser within 30 (thirty) days of the date of the relevant invoice at the latest.

ARTICLE 8 - Termination and suspension of the Sale

8.1. The Contract will be understood to have automatically terminated pursuant to and for the purposes of Article 1456 of the Civil Code in case of the failure by the Purchaser to observe even just one of the following provisions:

- Article 2 (Efficacy of the GCS);
- Article 4 (Delivery of the Products, transfer of the risks and limitation of liability);
- Article 5 (Warranty);
- Articles 7.2 and 7.3 (Payments and Reservation of ownership);

8.2. The Contract will also be understood to have been automatically terminated if the state of the Purchaser's financial circumstances is such as to lead to an assumption of insolvency (e.g. existence of dishonoured bills).

8.3. In the cases provided for in subsections 8.1 and 8.2 above, termination will take place as of right whenever CHEMVIRON notifies the Purchaser that it intends to invoke the termination clause.

8.4. In the event that the Purchaser is late in its payment for the Products, CHEMVIRON may, if it does not avail itself of the right provided for in subsection 8.1 above, suspend the performance of the Contract, including with reference to Purchase Orders already expressly accepted, up until such time as the outstanding payments have been settled in full, all of the foregoing without its being possible for CHEMVIRON to be held in any way liable for damages suffered by the Purchaser, whether physical damage or consequential damage, in consequence of the exercise of this right.

ARTICLE 9 - Safeguarding clause

If in the period that elapses between the conclusion of the Contract and the delivery of the Products to the Purchaser, the purchase price paid by CHEMVIRON for the materials of non-EU origin that the Products are made up of undergoes a significant upward or downward variation because of circumstances beyond the control of CHEMVIRON and relating to the imposition (or increase) of duties or levies on export decided on by the non-European country or on import decided on by the EU, and to the transport costs, the contracting parties agree to meet up and to review in good faith the contents of the undertakings assumed with a view to taking the new situation into consideration.

If the contracting parties do not manage to reach a new agreement on the Sale within 45 (forty-five) days of the date on which CHEMVIRON notified the Purchaser of its desire to meet up in order to review the undertakings assumed, CHEMVIRON shall be entitled to withdraw from the Contract, with any claim for compensation for damages that might possibly have been suffered by the Purchaser being ruled out.

ARTICLE 10 - Industrial property

Unless otherwise agreed in writing, the Sale of Products bearing registered trademarks or other names or distinguishing marks of CHEMVIRON shall in no way authorise the Purchaser to use such trademarks, names and distinguishing marks, nor shall it lead to any transfer to the Purchaser of any kind of right whatsoever over the same.

ARTICLE 11 Export Compliance

11.1. Purchaser and Chemviron each will comply with applicable export and import laws and regulations, including but not limited to, those that apply to goods, services and technology of U.S. or EU origin, as applicable, and those that restrict or prohibit export, reexport, or transfer for certain end-uses (including, but not limited to, end-uses related to proliferation of nuclear weapons, maritime nuclear propulsion, missiles, rocket systems, unmanned air vehicles, or chemical or biological weapons) or to certain end-users ("Export Laws").

11.2. Any Purchase Order acceptance remains subject to Export Laws compliance screenings and investigation and may be cancelled accordingly, at the sole discretion of Chemviron. The Purchaser will comply with any reasonable requests of Chemviron in its compliance efforts, including completing End-user / End-use questionnaires and providing complete and accurate information about the transaction.

11.3. In the event of a change in the recipient, end-use, or the final destination of the goods as indicated in the Purchase Order and any related end-use/end-user documentation, the Purchaser: (i) undertakes to promptly notify Chemviron, in writing, of the said change; and (ii) accepts that the said change will also be subject to the above-mentioned Export Laws compliance screenings and investigation by Chemviron and the underlying Purchase Order remains subject to cancellation, at the sole discretion of Chemviron.

11.4. The Purchaser irrevocably undertakes to indemnify and hold harmless Chemviron for any loss, liability, damages, penalty, fine, claim, fees, and costs, including legal and attorney's fees, that may arise out of, relate to, or result from a breach of this clause or any applicable Export Laws.

ARTICLE 12 – 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 Purchaser 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 13 - Final provisions

13.1. Personal Data. CHEMVIRON and the Purchaser reciprocally and formally acknowledge the fact that, solely for the purposes of the completion of the Sale, 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 may also communicate such data to third parties, again solely for such purposes.

13.2. Applicable Law. Italian law shall be the law applicable to the Sale. For anything that is not expressly provided for therein, CHEMVIRON and the Purchaser agree to refer to the current regulations applicable to the Sale.

13.3. Sole Jurisdiction. For any dispute that might arise in relation to the Purchase Order, Contract or GCS, including disputes relating to their validity, interpretation, performance, cancellation and/or termination, and that cannot be resolved amicably between the contracting parties, the Court of Verona will have sole jurisdiction.

Legnago (VR), _____

(The Purchaser)
(Stamp and
signature)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the following clauses have been specifically approved:

- Article 2 (Validity of the GCS);
- Article 3.1 (Conclusion of the Sale);
- Article 4 (Limitation of liability);
- Article 5 (Warranty);
- Articles 7.2 and 7.3 (Payments and reservation of ownership);
- Article 8.4 (Suspension of the Sale);
- Article 9 (Safeguarding clause);
- Article 13.3 (Sole jurisdiction).

(The Purchaser)
(Stamp and
signature)



CHEMVIRON offers a full package of reactivation services, including the handling of spent carbon at the customer's site, and the transportation and recovery of waste carbon. All activities, including those performed at customers' facilities, are carried out in compliance with the strictest safety and environmental procedures.

The term reactivation signifies the thermal process that leads to the destruction of the pollutants absorbed by the pores of the active carbon in such a way as to render it reusable. A good alternative morally to the disposal of spent active carbon, reactivation represents the best choice from an ecological and economic point of view and moreover allows there to be a reduction in the use of raw materials otherwise used for the production of new active carbons.