

Chemviron Carbon General Terms and Conditions of Sale and Services - England

1. General

These terms and conditions govern the provision of goods and services including sales by Chemviron Carbon Limited a limited liability company registered in England and Wales under company number 2208285 with the registered office at Bean Road Industrial Estate, Bean Road, Tipton, West Midlands, DY4 9AQ, United-Kingdom, ('Chemviron'), member of Calgon Carbon Corporation (U.S.A.) ('Calgon') group of companies to any customer (the 'Customer'). The Customer's orders and Chemviron's offers are not binding unless specifically agreed to in writing by Chemviron. The following conditions apply in all instances to the exclusion of all other terms and conditions including the Customer's terms and conditions of purchase unless specifically accepted by Chemviron in writing.

2. Prices

2.1. Unless another currency is specified in the contract, prices for goods or services shall be Chemviron's prices in £ (U.K. Sterling) on the date of sale as agreed by Chemviron in writing.

2.2. Prices do not include any taxes, duties, fees, costs or charges payable on the transaction, such as V.A.T., transportation levies, import duties and customs fees. All such costs and charges must be borne by the Customer, except where otherwise provided by the applicable Incoterm agreed in writing, provided that increases in any such costs or charges affecting transport or otherwise required by law can nonetheless be added to the Customer's invoice.

3. Quantity

For activated or reactivated carbon delivered in bulk tanker, containers or service equipment, Chemviron may fulfill the contract without incurring any breach or penalty by supplying the goods within 400kg of the agreed quantity and will invoice the Customer for the quantity actually delivered at the unit price applicable in the contract.

4. Payment

4.1. All payments shall be made to Chemviron's bank account as specified to Customer in writing, without any deduction whether by way of set-off, claim or counterclaim, discount, abatement, bank transfer charges or costs related to letters of credit or otherwise, unless the Customer has a valid court order from an English court requiring an amount equal to such deduction to be paid by Chemviron to the Customer. The Customer is not entitled to exercise a right of retention in respect of any claim or counter claim unless such claims have been accepted by Chemviron in writing.

4.2. All payments must be made within 30 days from the date of Chemviron's invoice, unless otherwise agreed in writing. No payment shall be deemed to have been received until Chemviron has received cleared funds.

4.3. All rental/service fees for equipment are payable up to and including the date the unit is available for return if the actual return date exceeds the contract term through no fault of Chemviron. If Customer fails to observe the due date of payment, Chemviron reserves the right to charge interests in accordance with the European directive 2000/35/EC for late payment as from time to time amended on any overdue accounts from the due date of payment, and to recover reasonable compensation for all recovery costs.

4.4. If Customer fails to observe the due date of payment, Chemviron reserves the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as from time to time amended on any overdue accounts from the due date of payment, and to recover reasonable compensation for all recovery costs.

4.5. The non-payment of any amount on the due date gives Chemviron the right to claim payment of other amounts owing by Customer and not yet due and to cancel or suspend any pending orders without any formality and without prejudice to Chemviron's right to claim damages for breach.

4.6. All payments payable to Chemviron by the Customer shall become due immediately upon termination of any contract hereunder.

5. Timing; Delivery; Return of Spent Activated Carbon

5.1. The dates for shipment or delivery of goods or carrying out a service are estimates only, and Chemviron has no obligation to a specific time for performance, unless agreed by Chemviron in writing.

5.2. If Customer fails to take delivery of the goods or to allow the service to be carried out at the time agreed in writing, Customer shall be obliged to effect payment in full for the goods or service.

5.3. For goods, if Customer fails to take delivery after 90 days whatever the cause, Chemviron may resell the goods and hold Customer responsible for all damages and costs as provided by applicable law plus costs incurred.

5.4. For Customers returning spent activated carbon, the quantity received by Chemviron will be measured solely by Chemviron's then applicable procedures for such measurements, which determination shall be final, unless otherwise agreed by Chemviron in writing.

5.5. If Chemviron cannot accept spent activated carbon due to the Customer not complying with Chemviron's criteria for return of such carbon, or with any other applicable law or regulation regulating disposal of such substances, then Customer must take responsibility for disposal of the spent activated carbon including all associated risk and costs.

6. Warranties; defects or non-conformity

6.1. Chemviron warrants that the goods or service supplied shall conform to the specifications in the contract.

6.2. All other warranties of any kind, express or implied, including fitness for a particular purpose, are expressly excluded to the maximum extent permitted by applicable law.

6.3. All drawings, illustrations contained in any brochures or publicity are indicative only and not binding unless specifically stated in the contract.

6.4. Customer must inform Chemviron in writing within 14 days of delivery of goods or of performance of services of any claimed nonconformity of the goods with the specifications or defects in the performance of services. If Customer fails to do so, he will be deemed to have accepted the goods and/or service.

6.5. If non-conformity or defect is proved to the reasonable satisfaction of Chemviron, at Chemviron's option, the goods shall either be replaced or reworked free of charge, or the defects shall be corrected in the case of services, or Chemviron at its sole option may reimburse the Customer in full or in part for the goods or services in relation to the extent of such non-conformity.

7. Materials and workmanship of Equipment (excluding Service/Rental Equipment)

Chemviron warrants that any equipment sold shall be free from defects in materials and workmanship for a period of one year from the date of shipment. This warranty does not apply to problems associated with normal wear and tear, improper maintenance, negligence, misuse, abuse, or the failure to operate the equipment in strict accordance

with the operating instructions. All other warranties for such equipment, either express or implied, are hereby disclaimed including, but not limited to, fitness for a particular purpose.

8. Limitations of liability

Chemviron's total liability and the Customer's exclusive remedy for any cause of action arising out of or in connection with the performance of the contract, including but not limited to breach of warranty, negligence or otherwise, are expressly limited to the cost of the goods or services sold or delivered from which the loss or damages arises, all incidental, consequential aggravated or punitive damages of any kind being expressly excluded. Nothing herein however shall limit Chemviron's liability where it is at fault for death or personal injury to the extent that such liability cannot be excluded under applicable law.

9. Property and risks; Retention of Title

9.1. The title to goods sold shall only pass to the Customer when the full price has been paid. In the case of processing or mixture of goods with other materials, Chemviron shall automatically have title in such mixed goods, with Customer holding the goods as bailee for Chemviron to act at its instructions until the full purchase price is paid.

9.2. Chemviron has the right to repossess goods that have not been paid in full, which includes the right to enter the Customer's property to remove the goods as permitted by applicable law. All expenses involved in any repossession including transport are to be paid by the Customer.

9.3. In the case of spent activated carbon, title to such goods shall automatically revert to Chemviron on receipt and acceptance of the goods by Chemviron for reprocessing, notwithstanding any contractual right of the Customer to have the same goods returned for further use after reactivation, in which case, title to the reactivated carbon shall revert to the Customer only when the price for the reactivated carbon has been paid in full, unless specifically agreed in writing by Chemviron.

10. Trademarks, domain names and patents

The supply of goods or services by Chemviron shall not confer any right upon the Customer to use the trademarks or domain names of any member of the Calgon group of companies or any confusingly similar names without the written consent of Chemviron and at all times such trademarks and domain names shall remain the exclusive property of Calgon or its subsidiaries. The Customer may also not use or exploit any patent or invention of Calgon or any of its group companies in any manner except as specifically agreed in writing.

11. Force majeure

11.1. 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, 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.

12. Termination

Chemviron reserves the right to suspend or terminate on notice immediately without prior written demand or court action without any liability whatsoever any order or contract with the Customer, and to demand full payment on any invoices outstanding, whether or not due, in the event of (i) failure to pay two consecutive invoices in a timely manner; (ii) any change in control or threat of liquidation, winding up or bankruptcy of the Customer; (iii) any material default in any other agreement with Chemviron; or (iv) any occurrence which in the reasonable judgment of Chemviron would threaten the Customer's ability to meet its obligations in the ordinary course of business.

13. Data Protection

The Customer shall ensure compliance with all applicable data protection laws concerning the release of any personal data provided by the Customer to Chemviron for purpose of transacting business with Chemviron, including such data as it relates to Customer employees engaged in such transactions, which data Chemviron may maintain and process for purposes of transacting business with the Customer, including transferring such data to any affiliates outside the European Union, to which transfer the Customer specifically consents on behalf of itself and its employees. Any withdrawal of such consent by the Customer or data subject must be notified to Chemviron in writing.

14. Miscellaneous

14.1. The contract may not be assigned by the Customer without Chemviron's written consent. Chemviron may, however, on notice to the Customer assign any contract or part thereof to any subsidiary or affiliate within the Calgon group of companies.

14.2. The contract may not be amended except in writing signed by both parties or in an exchange of writing which is specifically agreed by Chemviron in writing. All notices must be in writing and may be transmitted by fax, e-mail, or private courier, subject to evidence of receipt, or by registered letter.

14.3. If any part of the contract is deemed to be illegal or unenforceable, the invalid provision shall be conformed to the greatest extent possible and shall not affect or invalidate any other part of the contract.

15. Law and jurisdiction

15.1. English law shall govern the interpretation, performance and enforcement of the contract.

15.2. Customer acknowledges that the contract, goods and services (and related technology) are subject to U.S. export controls and economic sanctions laws and regulations (which may include the International Traffic in Arms Regulations ["ITAR"], the Export Administration Regulations ["EAR"] and regulations promulgated by the U.S. OFAC), as well as subject to the US FCPA and other anti-corruption laws of involved jurisdictions. Customer represents and warrants that it is in compliance with and agrees to comply with all such applicable laws.

15.3. Any dispute in connection with or arising out of the contract in the absence of an amicable resolution shall be subject to the exclusive jurisdiction of the courts of England and Wales, subject to Chemviron's reservation of the right to bring the dispute at its sole option under such law before the courts of competent jurisdiction in the country of the Customer's principal place of business.