

Chemviron Carbon Ltd. - General Terms and Conditions of Sale and Services

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"), a subsidiary of Calgon Carbon Corporation (U.S.A.) ("Calgon"), itself a subsidiary of Kuraray Co. Ltd. (Japan) ("Kuraray"), to any customer (the "Customer"). The Customer's orders and Chemviron's offers are not binding unless specifically agreed 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. Prices for goods or services shall be Chemviron's prices in £ (U.K. Sterling Pounds) on the date of sale as agreed by Chemviron in writing, unless another currency is specified in the contract.
2.2. Prices do not include any taxes, duties, fees, costs or charges payable on the transaction, such as VAT, transportation levies, import duties and customs fees.
2.3. 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 tankers, containers, or mobile carbon filters, Chemviron may fulfill the contract without breaching or incurring penalties if the delivered weight deviates from the purchase order due to volume constraints related to the product's (batch) density. Chemviron will invoice the Customer for the actual quantity delivered at the contract's applicable unit price.

4. Payment

4.1. All payments shall be made to Chemviron's bank account as specified 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.
4.2. All payments must be made within 30 days from the date of Chemviron's invoice, import laws 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 time the unit is available for return if the actual return date exceeds the contract term through no fault of Chemviron.
4.4. If Customer fails to observe the due date of payment, Chemviron reserves the right to charge interest at the highest rate allowed by applicable law on any overdue accounts from the date payment is due, not being less in any case than one and a half times the legal rate of interest, and to recover reasonable compensation for all recovery costs.
4.5. Customer is not entitled to exercise a right of retention in respect of claims against Chemviron unless such claims have been accepted by Chemviron in writing.
4.6. 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.
4.7. All payments payable to Chemviron by the Customer shall become due immediately upon termination or expiry 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 indirect, 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 Carbon or Kuraray 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 Carbon Corporation, Kuraray Co., Ltd, 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

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.

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. 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.

13. Export / Import compliance

13.1. Customer and Chemviron each will comply with applicable export and import 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) to certain end-users ("Export Laws").
13.2. Any Purchase Order acceptance remains subject to Export Laws compliance screenings and investigation and may be cancelled accordingly, at the sole discretion of Chemviron. Customer 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.
13.3. 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 Customer: (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.
13.4. The Customer 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.

14. Termination

14.1. The extent permitted by applicable law, 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.

15. Miscellaneous

15.1. If and to the extent a party, during the performance of the contract, would process personal data as the term "process" and "personal data" are defined under the 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 (the General Data Protection Regulation - "GDPR"), then such party represents and warrants that it shall process such personal data in accordance with the GDPR and, to the extent that such personal data originates in whole or in part from the other party or another of its affiliates, then the party processing personal data shall not process such personal data for other purposes than the mere performance of the contract, including delivering the goods and services, and it shall neither disclose nor make available such personal data to any third party nor process, analyse or use them in the broadest sense for other purposes than the performance of the contract. Chemviron's Personal Data Policy available on Chemviron's website (www.chemviron.eu) applies.
15.2. 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.
15.3. 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, private courier, or registered letter, subject to evidence of receipt.
15.4. 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.

15.5. 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.

16. Law and jurisdiction

16.1. The laws of England and Wales shall govern the interpretation, performance and enforcement of the contract, with the exception of its conflict of laws principles and the GDPR, which shall continue to apply even after the Brexit. The United Nations Convention on contracts for the International Sale of Goods, concluded at Vienna on 11th of April 1980, shall not be applicable.

16.2. 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.