GENERAL TERMS AND CONDITIONS (SALES) - "GTC SALES"
OF GLOGAR GMBH, FN 182072D, REGIONAL COURT OF STEYR ("GLOGAR")
VERSION DATED: 06/2026

1. SCOPE • DEFINITIONS

1.1. These GTC SALES apply to all quotations, legal transactions and services relating to sales by GLOGAR to customers who are entrepreneurs within the meaning of the Austrian Consumer Protection Act (KSchG). Agreements deviating from these GTC SALES shall be valid only if confirmed in writing by GLOGAR. In the event of any conflict between the contractual documents, the following order of precedence shall apply: our offer; any special agreements confirmed in writing; these GTC SALES; statutory provisions. In the case of ongoing business relationships, these GTC SALES shall also apply to future quotations, legal transactions and deliveries/services, even if they are not expressly agreed in each individual case. The customer's general terms and conditions are hereby rejected. They shall not apply even if GLOGAR does not object to them again when the contract is concluded.

1.2. "Goods" means any product or service provided by GLOGAR. "Customer" means any contracting or negotiating party of GLOGAR, irrespective of whether a contract has already been concluded.

1.3. The language of negotiations and the contract shall be German.

2. FORMATION OF THE CONTRACT (ORDER)

2.1. All quotations from GLOGAR are subject to change, are non-binding and are to be understood solely as an invitation to place an order. Any agreements, purchase orders, quotations, orders, order amendments, cancellations, etc. shall become binding on GLOGAR only when (i) they are confirmed by GLOGAR in writing (order confirmation) or (ii) GLOGAR begins to perform them. Regardless of the foregoing, silence on the part of GLOGAR shall not be deemed to constitute consent.

2.2. Agreements or commitments made by employees or other representatives of GLOGAR who are not expressly authorised in writing to make binding declarations of intent shall be legally effective only if confirmed in writing by GLOGAR.

3. PRICES • PRICE ADJUSTMENTS • PAYMENT TERMS • DEFAULT

3.1. Prices are quoted in euros plus statutory VAT, ex warehouse St. Florian, and are subject to change. GLOGAR shall be entitled to adjust agreed prices unilaterally to reflect increased costs on the procurement market, to the extent that the actual production or procurement costs at the time the contract is concluded differ from those at the time the service is actually rendered. No price adjustment shall be made for periods in which GLOGAR is in default through its own fault. Furthermore, in such cases GLOGAR shall not increase its profit margin.

3.2. Unless otherwise agreed, payment must be made within 14 days of the invoice date, free of charges and deductions. If the customer is granted a longer payment term, payment shall be deemed deferred (mere deferral); if the payment deadline is exceeded, the deferral shall automatically lapse. Payments to employees or other representatives of GLOGAR who are not expressly authorised in writing to collect payments shall not have any discharging effect.

3.3. In every case of (payment) default by the customer, interest at the statutory rate (Section 456 of the Austrian Commercial Code (UGB)) shall be deemed agreed. In addition, the customer shall reimburse GLOGAR for the reasonable reminder and debt-collection costs necessary for the appropriate pursuit of its claim. If a debt-collection agency is engaged, the Regulation of the Federal Ministry of Economic Affairs and Labour (BMWA) on the maximum rates of remuneration payable to debt-collection agencies, Federal Law Gazette (BGBl.) No. 141/1996 as amended, shall apply. Where lawyers are engaged, the fees set out in the Lawyers' Fees Act (RATG) or the Autonomous Fee Guidelines (AHK) shall apply.

4. DELIVERY • DELIVERY PERIODS

4.1. Chemical products and operating supplies shall be delivered in standard commercial quality.

4.2. Unless otherwise agreed, deliveries shall be made ex warehouse St. Florian, FCA (Free Carrier) under Incoterms 2020. The goods shall travel at the customer's expense and risk. Risk shall pass to the customer upon handover to the freight forwarder/carrier, but no later than when the goods leave the works or warehouse. GLOGAR accepts no liability for the timely, complete and undamaged arrival of the goods. GLOGAR shall not be obliged to insure the goods or their transport.

4.3. Notwithstanding the above, at the customer's request GLOGAR shall arrange delivery in accordance with CIP under Incoterms 2020 (Carriage and Insurance Paid To); in that case, GLOGAR shall bear the costs of transport, packaging and insurance.

4.4. The customer shall be obliged to accept without delay, on the agreed date, goods dispatched or made available for collection in accordance with the contract; if it fails to do so, delivery shall be deemed to have been made on the date on which acceptance should have taken place under the contract. From that point, the risk of accidental loss shall in any event pass to the customer, and GLOGAR shall retain its entitlement to the agreed remuneration. In the event of default in acceptance, GLOGAR shall also be entitled to charge storage fees for internal and/or external storage (including transport costs, etc.) at a reasonable market rate. In the event of any default in acceptance, GLOGAR shall be liable only for damage to the stored goods caused by gross negligence; Section 1298 of the Austrian General Civil Code (ABGB) shall not apply in this case. The customer shall be under an obligation to take acceptance of the goods (see clause 5.3). If the customer fails to do so within nine months of the agreed acceptance date, GLOGAR may, at its option, enforce this acceptance obligation in court at the customer's expense, destroy the goods not accepted at the customer's expense, or otherwise use or dispose of the goods without any reduction in the agreed remuneration. In the event of default in acceptance for which the customer is at fault, GLOGAR shall in any event be entitled, from the fifteenth day of the delay, to a (minimum) penalty of 0.1% of the (pro rata) net order value for each day or part thereof commenced, subject to a cap of 10% of the (pro rata) net order value; the customer must prove the absence of fault. Any further claims by GLOGAR (withdrawal, damages, etc.) shall remain unaffected.

4.5. The customer acknowledges and agrees that GLOGAR is dependent on upstream suppliers and, in particular, on the availability of raw materials. In this respect, GLOGAR points out that the performance of its delivery and service obligations is, or may be, dependent on circumstances beyond GLOGAR's control, in particular the availability of goods on the procurement market. GLOGAR therefore assumes neither a procurement risk nor any obligation to stockpile goods (or parts of goods) or the resources that may be required for this purpose. Every delivery obligation of GLOGAR is accordingly subject to the availability of the goods or their components and of the resources that may be required for this purpose, and thus to the timely and proper supply of GLOGAR by its upstream suppliers. A delivery obligation is assumed only subject to the express proviso that GLOGAR's performance of its obligations, having regard to the availability of goods (or parts of goods) or of the resources that may be required for this purpose, is not rendered permanently or temporarily impossible, significantly impeded, delayed or (including in economic terms) unreasonable, whether (i) as a result of their respective lack of, or limited, general availability, or (ii) as a result of any other event beyond GLOGAR's control occurring outside its own business operations. Accordingly, upon the occurrence or existence of the aforementioned circumstances, GLOGAR expressly reserves the right to (i) reasonably amend deadlines and/or dates unilaterally, or suspend them to a reasonable extent, and/or (ii) notify the customer, with binding effect, of the non-performance or only partial performance of delivery obligations (withdrawal, unilateral amendment of the contract, unilateral termination of the contract). The customer may not assert any claims whatsoever against GLOGAR (in particular no claims for delay, under statutory warranty, for rescission on the grounds of mistake, or for damages) arising from any such amendment or suspension of deadlines and/or dates or from any complete or partial non-performance of delivery obligations. The specification of delivery dates or periods shall therefore be non-binding in all cases. If the specified delivery time is exceeded, the customer must set an additional period for performance appropriate to the reason for the delay, but of at least eight weeks. Claims for damages on account of delay in delivery, or of withdrawal on that ground, shall be excluded, except in the case of intent or gross negligence on the part of GLOGAR.

4.6. Any circumstance referred to in clause 4.4, and any other unforeseen internal and/or external operational circumstance, as well as any event of force majeure affecting GLOGAR or its suppliers that hinders, delays or prevents delivery of the goods - such as measures taken by public authorities, pandemics, epidemics, war, lockouts or strikes, shortages of materials, operational or transport disruptions, refusals to supply by upstream suppliers, shortages of raw materials, etc., and any other internal or external circumstances beyond GLOGAR's control (including those referred to in clause 4.4) - shall entitle GLOGAR, at its option and for as long as the impediment persists, after a period of six weeks has elapsed, to withdraw from the contract, reduce the delivery quantity, reduce the quantitative and/or qualitative allocation rate, or postpone the delivery date appropriately, by at least the duration of the impediment plus a reasonable run-on period. clause 4.4 shall remain unaffected. Events of force majeure shall also include any events that can be averted only at disproportionately high cost, or by economically unjustifiable means, and not without giving rise to claims for compensation and/or under statutory warranty.

4.7. GLOGAR may at any time require advance payment or a corresponding security. If the customer fails to comply, GLOGAR shall be entitled, at its option, to withhold all deliveries or to withdraw from the contract in whole or in part without incurring any consequential costs of any kind, and to claim damages for non-performance. Expressly agreed fixed delivery dates or periods shall cease to be binding once the customer's lack of creditworthiness becomes known.

5. STATUTORY WARRANTY • PRE-ACCEPTANCE

5.1. Unless otherwise stipulated herein or otherwise expressly agreed in writing, the statutory warranty provisions shall apply.

5.2. Warranted characteristics within the meaning of Section 922(1) of the Austrian General Civil Code (ABGB) are only those expressly designated as such by GLOGAR. Product recommendations by GLOGAR or its vicarious agents, and product descriptions by GLOGAR (or a third-party manufacturer), shall not be deemed expressly warranted characteristics. Samples and specimens shall serve as approximate illustrations of quality, dimensions, colour, packaging and presentation; these characteristics are not, however, warranted. GLOGAR shall make every effort to avoid deviations of the goods from specimens or earlier deliveries. However, GLOGAR accepts no liability for deviations of the goods from specimens or earlier deliveries unless otherwise agreed in writing; minor deviations shall not entitle the customer to any claims for compensation and/or under statutory warranty, while in the case of more-than-minor deviations the customer shall be entitled only to a replacement delivery. At its discretion, GLOGAR may, however, withdraw from the contract. Claims for compensation by the customer, of whatever kind, shall be excluded, except in the case of gross negligence.

5.3. Upon request, the customer shall, at its own expense, take acceptance of goods (in particular systems) at GLOGAR or its upstream supplier (factory acceptance test, pre-acceptance). Pre-acceptance shall include, in particular, testing the goods for functionality, quality, scope of supply and completeness, and the arrangement of the components. A pre-acceptance report shall be prepared for every factory acceptance test. Any defects identified that are more than merely minor, as well as any specifications and other matters agreed in the pre-acceptance report, must be remedied or implemented by GLOGAR before the goods are handed over to the customer. Upon pre-acceptance and subject to the foregoing, the service shall be deemed to have been duly performed. In that case, any subsequent notification of defects shall be inadmissible or out of time; this shall not apply to defects resulting from GLOGAR's defective implementation of the pre-acceptance report. The specifications and other matters set out in the pre-acceptance report shall be deemed to form the agreed content of the contract. Subsequent changes shall, if accepted by GLOGAR, be remunerated separately by the customer.

5.4. The customer must notify GLOGAR of defects in writing within seven working days (to be received by GLOGAR), giving a precise description (invoice number and date, product designation and number) and enclosing all documents, data and specimens in its possession that are required to assess the defect and its cause. The period shall begin upon handover of the goods to the customer or, in the event of default in acceptance, upon GLOGAR's notification of readiness to hand over. Notices of defects shall be considered only if the goods are still in the condition in which they were delivered. Latent defects may be asserted only within a reasonable period depending in particular on the nature of the goods; they must be notified to GLOGAR in writing immediately upon discovery, and in any event received within ten working days. If a defect is not notified in time, the customer shall forfeit all claims, in particular claims under statutory warranty and for damages. If GLOGAR rejects the notice of defects in writing, those defects must be asserted in court within six months, failing which any claim under statutory warranty shall be forfeited or excluded.

5.5. In the case of a timely and justified notice of defects, GLOGAR may, at its option, either deliver defect-free goods of the same type, quality, size, shape and colour (rectification or replacement) or, against repayment of the purchase price in cash - less any prompt-payment discounts and other allowances agreed on a case-by-case

5.6. basis - withdraw from the contract. The customer must allow GLOGAR the time and opportunity reasonably required to exchange the goods. If the customer refuses to do so, or unreasonably curtails such time and opportunity, GLOGAR shall be released from its statutory warranty and defect-rectification obligations.

5.7. Returns shall be accepted by GLOGAR only after prior consultation and express written approval.

5.8. Any other claims for compensation by the customer, of whatever kind, shall be excluded - except in the case of gross negligence on the part of GLOGAR - as shall the application of Section 924, second sentence, and Section 933b of the Austrian General Civil Code (ABGB).

6. DAMAGES

6.1. Subject to the other provisions of these GTC SALES, GLOGAR shall be liable for financial loss arising in connection with the (non-)performance of the contract only in the case of its own gross negligence and the gross negligence of the agents engaged by GLOGAR, including in particular in respect of delay in delivery. In the event of delay in delivery, compensation for any consequential loss (loss of profit, third-party loss, etc.) shall be excluded.

6.2. In all cases of GLOGAR's liability (including under the other provisions of these GTC SALES), the customer must prove the fault on the part of GLOGAR giving rise to liability. The reversal of the burden of proof under Section 1298, second sentence, of the Austrian General Civil Code (ABGB) is expressly excluded.

6.3. GLOGAR assumes no protective duty of any kind towards the actual user of the goods supplied by GLOGAR; it is not GLOGAR's contractual intention, within the framework of the contract concluded with the customer, to enter into any agreement having protective effect in favour of third parties.

6.4. The goods offer only such safety as may be expected, according to the current state of science and technology, on the basis of approval regulations, operating instructions and the supplying works' instructions on handling the delivery item (operating manual), in particular with regard to the prescribed inspections and any other information provided. If the customer is held liable under the Austrian Product Liability Act (PHG), it expressly waives any recourse against GLOGAR within the meaning of Section 12 PHG, unless it proves that the defect was caused within GLOGAR's sphere and is attributable to at least gross negligence on GLOGAR's part. If the customer places the goods on the market outside the European Economic Area, it undertakes to exclude liability for compensation under the PHG vis-a-vis its purchaser, provided that this is permissible under the applicable laws of the country of destination. If the customer fails to comply with this exclusion obligation, it shall indemnify and hold GLOGAR harmless against any and all third-party claims of whatever kind under the head of product liability.

6.5. Unless a shorter limitation or preclusion period applies by law, all claims against GLOGAR shall lapse or become time-barred unless asserted in court within six months of the time when the customer becomes aware of the loss and of the identity of the party responsible, or of the event otherwise giving rise to the claim, and in any event no later than five years after the harmful (claim-triggering) conduct (breach).

7. RETENTION OF OWNERSHIP

7.1. The goods shall remain the sole property of GLOGAR (goods subject to retention of title) until all claims to which GLOGAR is entitled against the customer under the order have been satisfied, in particular until all payments have been made, even if certain items have already been paid for. The goods subject to retention of title may not be pledged or transferred by way of security.

7.2. In the event of a resale of the goods subject to retention of title - permissible in the ordinary course of business provided that no default in payment exists - the customer hereby assigns to GLOGAR, by way of payment and until GLOGAR's claims have been settled, the claims arising for it from such resale, in particular future claims, against its own customers/clients, without any further specific declaration being required; the assignment shall also extend to balance claims arising within existing current-account relationships, or upon the termination of such relationships between the customer and its clients. If the goods subject to retention of title are resold together with other items without a separate price having been agreed for the goods subject to retention of title, the customer hereby assigns to GLOGAR, with priority over its other claims, that portion of the total price claim which corresponds to the value of the goods subject to retention of title as invoiced by GLOGAR. Until revoked, the customer shall be entitled to collect the assigned claims arising from the resale; it shall not, however, be entitled to dispose of them in any other way, for example by assignment. At GLOGAR's request, the customer must disclose the assignment to its customers/clients and provide GLOGAR with the documents required to enforce its rights against its customers/clients, for example invoices, and furnish all necessary information. All costs of collection and of any interventions shall be borne by the customer.

7.3. If the goods subject to retention of title are processed by the customer into a new movable item, such processing shall be carried out on behalf of GLOGAR, without any obligation arising for GLOGAR as a result. The new item becomes the property of GLOGAR. If the goods are processed with items not belonging to GLOGAR, GLOGAR shall acquire co-ownership of the new item in the proportion that the value of the goods subject to retention of title bears to the value of the other goods at the time of processing.

7.4. If the customer falls wholly or partially into arrears with payment, is over-indebted or suspends payments, or if an application for a composition or for insolvency is filed, GLOGAR shall be entitled immediately to take possession of all goods still subject to retention of title; GLOGAR may likewise immediately assert further rights arising from the retention of title; the same shall apply in the event of any other material deterioration in the customer's financial circumstances.

7.5. In the event of attachment or any other access by third parties, the customer must notify GLOGAR without delay.

8. REACH

If the customer notifies GLOGAR of a use, within the meaning of Article 37(2) of Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation), that necessitates an update to the registration or the chemical safety report, or that triggers any other obligation under the REACH Regulation, the customer shall bear all demonstrable costs. GLOGAR shall not be liable for delays in delivery resulting from the notification of such use and from GLOGAR's fulfilment of the corresponding obligations under the REACH Regulation. If, for reasons of health and/or environmental protection, it is not possible to include such use as an identified use, and if the customer intends, contrary to GLOGAR's advice, to use the goods in a manner that has been advised against, GLOGAR may withdraw from the contract. The customer may not derive any rights against GLOGAR from the foregoing provisions.

9. SET-OFF

The customer shall not be entitled to assert any right of retention or other right to refuse performance, or to set off counterclaims, unless the claims have been expressly acknowledged in writing by GLOGAR or established by a final and binding court judgment. Justified complaints shall not entitle the customer to withhold the entire invoice amount, but only a reasonable portion thereof.

10. APPLICABLE LAW

All legal transactions, in particular those governed by these GTC SALES, shall be subject exclusively to Austrian law, excluding its conflict-of-law rules to the extent that they refer to the application of foreign law. Where, in cases involving a foreign element, Austrian law provides for the application of special rules of international substantive law that also apply in Austria, such as the United Nations Convention on Contracts for the International Sale of Goods (CISG) as incorporated into Austrian law, those rules shall not apply.

11. PLACE OF PERFORMANCE • JURISDICTION

The place of performance for all services, payments and deliveries, including statutory warranty, shall be GLOGAR's registered office at AT-4490 St. Florian, Upper Austria, Tagerbachstrasse 10. The court having subject-matter jurisdiction for Linz, Upper Austria, is agreed as the place of jurisdiction for all disputes arising out of or in connection with the legal transaction. GLOGAR nevertheless reserves the right to bring proceedings before any other court having jurisdiction, in particular the court at the customer's registered office.

12. CONFIDENTIALITY

The customer undertakes to maintain strict confidentiality regarding GLOGAR's business and trade secrets and any other information designated by GLOGAR as confidential. This confidentiality obligation shall not apply where information is generally known or accessible or must be disclosed pursuant to mandatory statutory or regulatory requirements.

13. MISCELLANEOUS

13.1. If any provision of these GTC SALES is wholly or partially invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by another provision that comes as close as possible to the content and purpose of the invalid provision.

13.2. The headings of the provisions contained in these GTC SALES are for ease of reference only and may not be used to interpret them.