

# General Conditions of Sale (Hong Kong, Japan, Korea, Singapore)

Envalior (Hong Kong) Ltd. • Envalior Japan K.K. • Envalior DEM Korea Co. Ltd. • Envalior LPM (Korea) Ltd. • Envalior Singapore Pte. Ltd.

## 1 General

1.1 These General Conditions of Sale apply to all offers submitted by Envalior (“**Seller**”) to its customer (“**Buyer**”) and all sales contracts between Seller and Buyer. Any conflicting or deviating conditions of purchase or other reservations submitted by Buyer shall not apply unless accepted by Seller in writing in each individual case.

## 2 Seller’s Offer

2.1 Unless Seller’s offer is explicitly labeled as binding or carries an offer validity date, Seller’s offer shall not be legally binding.

2.2 Unless stated otherwise, all prices quoted by Seller are VAT-exclusive.

## 3 Conclusion of Contract

3.1 A contract between Buyer and Seller is formed when Buyer accepts Seller’s binding offer without any modifications by placing a purchase order or countersigning the offer.

3.2 If Buyer places a purchase order on a non-binding or expired offer or if Buyer alters any of the terms or conditions of Seller’s offer, a contract is formed upon Buyer’s receipt of Seller’s order acknowledgement in text-form.

## 4 Remuneration

4.1 The prices invoiced shall be the Seller’s prices effective at the time of delivery.

## 5 Shipment

5.1 Seller shall determine the route and the mode of transport. Buyer shall bear any additional costs resulting from special shipping requests. Unless prepaid freight has been agreed, Buyer shall also bear any increases in freight rates which become effective after the contract has been concluded, any additional costs resulting from re-routing a consignment, storage expenses, etc.

5.2 The risk of destruction, loss or damage shall pass to the Buyer upon dispatch of the goods or, if they are collected by the Buyer, at the time they are placed at the Buyer’s disposal, unless something else has been contractually agreed.

5.3 Seller shall determine the weight of the goods before shipment.

## 6 Delivery

6.1 Unless agreed otherwise, all goods shall be delivered from Seller’s production facility or warehouse according to Incoterms-FCA (Seller’s plant).

6.2 Delivery dates indicated in Seller’s offer or order acknowledgement are indicative and non-binding unless a specific delivery date has been expressly declared binding. In any event, Seller shall make every commercially reasonable effort to effect delivery as quickly as possible.

6.3 Unless a fixed delivery date has been agreed, Buyer shall grant the Seller a reasonable grace period in

case of a delayed delivery. Fulfillment of the contract shall be subject to correct and timely delivery of orders by the Seller’s suppliers. The date of delivery shall be the day on which the goods leave the plant or warehouse.

6.4 Unless agreed otherwise in writing, Buyer shall be responsible for complying with legal and governmental regulations pertaining to import, transport, storage, use, resale, and export of the goods.

6.5 Buyer shall not use, sell or deliver the goods to third parties for use in developing or manufacturing biological, chemical, or nuclear weapons; for high-risk applications outside the agreed scope as defined by Seller’s specification (e.g., for unauthorized use in implants or in aerospace applications), other illegal purposes; in violation of embargoes; in violation of legal obligations concerning registration or reporting; or without the permits required under applicable legal regulations or to use them itself for such purposes.

6.6 If, at the time of delivery of the goods and/or performance of services, the Seller is obligated to obtain a legal or governmental permit to export the goods and/or services, and the requested permit for export is not issued, Seller shall be entitled to rescind from the contract without any liability to Buyer. In the event of a delay in issuance of the permit by the authorities caused by Seller’s slight negligence, Buyer shall not be entitled to damages.

6.7 Seller shall be entitled to rescind from the contract without any liability to Buyer if, at the time of delivery, any embargo relevant for Seller prohibits the delivery, or if, in the event of a product registration obligation or similar obligations, registration has not been applied for or issued on the date of delivery.

## 7 Inspection of Deliveries

7.1 Buyer shall immediately upon receipt examine whether a delivery corresponds to the order. Buyer shall also immediately examine the shipment for obvious transportation defects. Buyer shall inform Seller about any defects or nonconformity without undue delay.

## 8 Retention of Title

8.1 Title to the goods shall pass to Buyer upon full payment of the goods.

8.2 If Buyer defaults on his obligations to Seller, Seller shall have the right, without granting a respite and without canceling the contract, to repossess the goods to which he has retained title. Such repossession shall not constitute cancellation of the contract unless the Seller has expressly declared cancellation in writing.

8.3 Buyer shall adequately store any goods to which Seller retains title. Buyer shall procure commercially reasonable insurance at his expense against loss and damage.

8.4 Buyer shall not have the right to pledge, chattel mortgage or otherwise encumber the goods to which the

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Seller retains title. When reselling the goods, the Buyer shall retain title until full payment of the goods by his customers.

- 8.5 Buyer agrees to assign to Seller any claims which may arise from a resale of the goods to which the Seller retains title, together with any incidental rights and security interests, to provide Seller with security for all claims he has on Buyer as result of the business connection.

### 9 Payment

- 9.1 Seller's invoices are due for payment immediately upon receipt by Buyer without any deductions or discounts.
- 9.2 Buyer shall not be entitled to pay Seller in cash.
- 9.3 If Buyer pays Seller via bank transfer, Buyer shall bear all payment-related banking fees.
- 9.4 Seller reserves the right to use payments for the settlement of the invoices which have been outstanding longest, plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, principal claim.
- 9.5 Buyer shall not have the right to withhold payments based on claims resulting from other contracts. Counterclaims may only be offset if they are untested or have become res judicata.

### 10 Force Majeure, Impediments to Performance

- 10.1 If either Party is unable to contractually perform its obligations due to a force-majeure event, it shall be relieved from performance for the duration of the event plus a reasonable period to resume operations.
- 10.2 Force-majeure events are all events outside of the reasonable control by either Party, such as natural disasters, fires, floods, acts of terrorism, pandemics, utility interruptions, strikes and unforeseen labor or raw material shortages as well as comparable events beyond a Party's reasonable control. An unforeseeable interruption of Seller's manufacturing process shall also be regarded a force-majeure event.
- 10.3 If the hindrance delays supply and/or acceptance by more than eight weeks, either Party shall have the right to rescind the contract. If Seller's suppliers fail to supply him in whole or in part, Seller shall not be under obligation to purchase from other sources. In such cases, Seller shall have the right to distribute the available quantities among his customers in consideration of his captive requirements.

### 11 Warranty

- 11.1 When noticing a visible defect, Buyer shall inform Seller in writing within two weeks after delivery and provide Seller with all relevant details (including shipment information, invoice number, samples and packaging slips and the markings on the packaging).
- 11.2 Buyer must report a hidden defect to Seller immediately upon discovery. Buyer shall have the burden of proof for any hidden defect.
- 11.3 Buyer shall not return any goods that are subject to a quality complaint to the Seller unless Seller has authorized such return.
- 11.4 In case of a warranty claim, Buyer shall be entitled to a replacement shipment only. If the replacement shipment is also defective, Buyer may reduce the purchase price or rescind from the contract. Claims for damages as defined in section 13 shall remain unaffected.

- 11.5 Claims for expenses incurred by Buyer because of reworking, in particular transport, travel, labor, and material costs, shall be excluded to the extent they were increased by onward transportation to facilities not owned by Buyer, unless the goods were supplied to this location in line with their intended use.

- 11.6 Buyer must inform Seller without delay of any case of recourse within the supply chain. Statutory claims under a right of recourse by the Buyer against the Seller shall not apply with respect to arrangements entered by Buyer with its customer over and above statutory warranty claims.

- 11.7 Any specific warranty or guarantee must be issued in writing by Seller. It shall only be enforceable if it describes its content, duration, and physical scope in sufficient detail.

### 12 Properties of Goods, Technical support

- 12.1 The properties of the goods shall generally only include the properties as stated in the product descriptions, specifications, and labeling of Seller. Public statements, claims or advertising shall not be classed as information on the properties of the item for sale.
- 12.2 Technical advice (referring to application) provided by the Seller verbally, in writing and/or by way of trials is given in good faith but without warranty, and this shall also apply where proprietary rights of third parties are involved. The Seller's technical advice shall not release the Buyer from the obligation to test the products supplied by the Seller as to their suitability for the intended processes and uses. The application, use and processing of the products are beyond the Seller's control and therefore entirely the Buyer's responsibility.

### 13 Limitation of Liability

- 13.1 Seller's liability for damages caused by a breach of this Agreement shall be limited to fifty percent of the remuneration received by Seller under the pertaining contract.
- 13.2 Any further liability of Seller to Customer shall be excluded. Specifically, Seller's liability for any indirect or consequential damages shall be excluded.
- 13.3 All claims of Customer against Seller shall become statute-barred one year after knowledge of the facts giving rise to the claim, but no later than three years after performance of the service, unless Seller's liability is unlimited according to section 13.1.

### 14 Confidentiality

- 14.1 Buyer shall treat as confidential any Seller-supplied documents, data, prices, terms of reference, business processes or other information. Buyer shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Buyer shall use this information exclusively for the purpose of performing the deliveries and services. For the avoidance of doubt, this shall not preclude Buyer from subcontracting.

### 15 Assignment

- 15.1 Any agreement under these General Conditions may not be assigned by either Party without the prior written consent of the other Party.

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15.2 Seller may assign an agreement under these General Conditions to an affiliated company, meaning any entity which directly or indirectly controls, is directly or indirectly owned, or controlled by, or under common control with Seller.

### 16 Applicable Law

16.1 Customary trade terms shall be interpreted in accordance with Incoterms 2020.

16.2 The laws of the following countries shall apply, depending on the Envalior entity entering the contract:

| Contracting Envalior Entity  | Laws      |
|------------------------------|-----------|
| Envalior (Hong Kong) Ltd.    | Hong Kong |
| Envalior Japan K.K.          | Japan     |
| Envalior DEM Korea Co. Ltd.  | S. Korea  |
| Envalior LPM (Korea) Ltd.    | S. Korea  |
| Envalior Singapore Pte. Ltd. | Singapore |

16.3 If the Parties cannot amicably resolve a dispute within a period of 30 days, either Party may initiate arbitration proceedings with the Hong Kong International Arbitration Center according to its then-current arbitration rules.

16.4 The UN Convention on Contracts for the International Sale of Goods shall not apply.

16.5 Should any clause in these General Conditions for Sale be or become invalid in full or in part, this shall not affect the validity of the remaining clauses or remaining parts of the clause concerned. The parties shall replace any invalid arrangement by an effective one which conforms as far as possible to the economic purpose of the invalid clause.