

General Terms and Conditions of Sale

Of the Münzer Gruppe. Division BioDiesel.

I. General Provisions

- (1) Supplies of goods and services and offers by Münzer Bioindustrie GmbH, Münzer Paltental GmbH and any other companies of the Münzer Group, provided that they expressly refer to these General Terms and Conditions of Sale, shall be governed exclusively by these General Terms and Conditions of Sale. The respective company making the offer, supplying the goods or providing the services shall hereinafter be referred to as "Münzer".

Any conflicting general terms and conditions, terms and conditions of purchase or other terms of the buyer are hereby expressly rejected. Deviations contained in purchase orders, orders, acceptances of orders or other documents of the buyer shall apply only if expressly acknowledged by Münzer in text form within the meaning of these General Terms and Conditions of Sale. Acceptance of a delivery of goods or provision of services by Münzer shall constitute unconditional acceptance of these General Terms and Conditions of Sale.

Upon the first incorporation of these General Terms and Conditions of Sale by a company of the Münzer Group, the buyer expressly agrees that these General Terms and Conditions of Sale shall also apply to all future offers, supplies of goods and services, framework agreements and other sales transactions with that same company and with any other company of the Münzer Group that incorporates these General Terms and Conditions of Sale into its business relationship with the buyer on one or more occasions in the future, unless otherwise expressly agreed in writing.

- (2) The buyer accepts these terms and conditions by placing the order and, at the latest, by taking delivery of the goods after conclusion of a valid contract.
- (3) Any conflicting terms and conditions of purchase or sale of the buyer are hereby rejected, including for future transactions. Deviations, collateral agreements, amendments and additions shall apply only if Münzer has expressly agreed to them in writing within the meaning of Section I. (5).
- (4) In the event of any conflict between these General Terms and Conditions of Sale and an individual written agreement, the individual written agreement shall prevail. Individual written agreements within the meaning of this paragraph may also be concluded in the form specified in Section I. (5), unless mandatory law requires a stricter form.
- (5) Where these General Terms and Conditions of Sale require written form, a written declaration, written confirmation, written notice or any other written form, this shall - unless mandatory law requires a stricter form - also include declarations made by email, WhatsApp, SMS, electronic messaging service, electronic ordering system, EDI, electronic platform or any other comparable electronic means of communication, provided that the content can be documented and the sender can be sufficiently identified.

II. Contract Conclusion

- (1) Contracts are generally concluded in writing within the meaning of Section I. (5), in particular by email, WhatsApp, SMS, electronic messaging service or any other comparable electronic means of communication, after agreement between the contracting parties. Returning a signed confirmation letter is not essential for conclusion of the contract.
- (2) Verbal or telephone contracts shall become binding as soon as the contracting parties reach agreement. Any subsequent written confirmation shall serve to document the contract already concluded. Any deviations from the agreement reached shall be notified by the recipient in writing without undue delay, but within two business hours of receipt of the confirmation. If the confirmation is received outside the recipient's usual business hours, the period shall begin at the start of the next business day. Münzer shall be entitled to commence the procurement and allocation required for performance of the contract immediately after conclusion of the contract.
- (3) The specifications of the goods attached to the contract and any other binding declarations of Münzer shall form an integral part of the contract. Other product information, technical data, analysis data, samples, data sheets, sustainability information or other documents shall form part of the agreed quality only if expressly agreed as binding.
- (4) Unless expressly designated as binding, offers by Münzer shall be subject to change and non-binding. Orders or purchase orders placed by the buyer shall become binding on Münzer only when confirmed by Münzer in writing or when Münzer commences delivery. Unless expressly stated otherwise therein, any order confirmation, sales confirmation, Business Summary, contract number or other contractual documentation issued by Münzer shall serve to document a contractual relationship that has already been concluded and shall not be a condition for the effectiveness of the conclusion of the contract. This shall also apply where the sales confirmation or other contractual documentation contains a signature line or is signed by the parties.

III. Samples and documents

Samples and specimens provided before conclusion of the contract shall be regarded as non-binding samples for inspection. Any analysis data, including maximum and minimum values, shall be regarded as approximate only unless specific properties are expressly warranted. Binding delivery specifications shall be deemed expressly warranted. Deviations from binding delivery specifications must be agreed in writing.

Only those documents and certificates whose provision has been expressly agreed in the contract shall be supplied with the goods. Upon request, Münzer shall provide only such additional documents and information as Münzer is required to provide under mandatory statutory or official provisions, to the extent that they are relevant to the goods, delivery or mode of transport concerned and fall within Münzer's sphere of responsibility.

To the extent that there is no statutory or contractual obligation, the provision of any other documents, in particular safety data sheets, technical data sheets, REACH-/CLP-related information, certificates of analysis and other product or quality information, shall be at Münzer's sole discretion and subject to availability.

If the buyer requires additional documents, permits, registrations or evidence due to the country of destination, the intended use, storage, processing, resale or specific official requirements, the buyer shall inform Münzer thereof in writing in good time before conclusion of the contract. In the absence of such notice, Münzer shall be obliged to provide only those documents required under the agreed delivery term and in light of the circumstances reasonably apparent to Münzer.

The buyer shall provide Münzer with all documents and evidence to be furnished by the buyer that are required for the proper tax, customs, regulatory or other legal handling of the delivery, in full, correctly and in due time. This shall include, in particular and where applicable, confirmations of receipt (Gelangensbestätigungen) and comparable evidence confirming that the goods have arrived at or been transported to the agreed place of destination.

IV. Price

- (1) Unless otherwise agreed, prices are net prices, excluding statutory value-added tax, for the units of quantity (litre, m³ or tonne) and delivery terms specified by Münzer.
- (2) Special requests of the buyer are not included in the quoted prices unless expressly agreed and shall be paid for separately by the buyer.
- (3) INCOTERMS 2020 shall apply to the interpretation of trade terms such as FCA, CPT, CIP, DAP and DDP, etc., unless a different version is expressly agreed.
- (4) Public charges, customs duties, taxes, fees, transport, storage, demurrage, handling, insurance and other ancillary costs shall be borne by the buyer unless expressly included in the agreed price or payable by Münzer under the agreed delivery term.
- (5) If public charges, taxes, fees, customs duties, statutory requirements, transport costs or other cost components material to the delivery and outside Münzer's control change after conclusion of the contract, the parties shall negotiate an appropriate adjustment of the affected contractual terms. Any mandatory statutory rights of Münzer shall remain unaffected.

V. Delivery

- (1) Deliveries shall always be made at the contractually agreed and confirmed prices and terms, plus statutory value-added tax. If fixed delivery periods are agreed, the buyer shall grant a reasonable grace period of six weeks in the event of delay. The buyer may withdraw from the contract upon expiry of the grace period without performance.

Any further claims are excluded to the extent permitted by law. Münzer may also make partial deliveries. The buyer shall not be entitled to reject a partial delivery.

Delivery dates and delivery periods shall be binding only if expressly confirmed by Münzer in writing; a fixed-date transaction shall exist only if Münzer expressly confirms the date in writing as a fixed date.

Unless otherwise provided by the agreed Incoterms rule, risk shall pass to the buyer no later than upon handover of the goods to the first carrier, freight forwarder, collector or other third party designated for dispatch. In the case of collection by the buyer, risk shall pass when the goods are made available at the agreed place of collection; if handover is delayed for reasons attributable to the buyer, risk shall pass upon notification that the goods are ready for collection.

- (2) Quantities

The weight or volume determined at the supplying plant or warehouse by means of a calibrated measuring device and entered on the delivery note shall be binding for the determination of quantity. The relevant driver shall sign the measurement certificate and thereby also confirm acceptance of the product. Any quantity determination by the buyer that differs from this shall be relevant only if expressly acknowledged by Münzer in writing or if an obvious measurement error is proven.

- (3) Complaints Regarding Quality

The buyer shall inspect the quality of the goods delivered immediately. Defects must be notified in writing within three business days and before the goods are unloaded, used, resold, processed, combined or mixed. Complaints shall be excluded to the extent that inspection of the goods has been rendered impossible or materially more difficult by unloading, use, resale, processing, combination, mixing or alteration of the goods or by improper storage. To the extent permitted by law, latent defects shall be notified in writing without undue delay, but within three business days after discovery. If a defect is not notified in due time and in the proper manner, the goods shall be deemed accepted.

In the event of justified and timely complaints concerning the goods, Münzer and the buyer shall agree without undue delay on appropriate compensation, such as replacement of defective goods with conforming goods or a price reduction for the defective goods. Any further warranty claims or claims for damages shall be excluded to the extent permitted by law, unless Münzer acted wilfully or with gross negligence.

(4) Quality Assurance

Transport media (rail tank wagons/road tankers, etc.) with which goods are collected from Münzer's premises must be clean; this must be confirmed upon collection by presenting a cleaning certificate stating that they have been washed and dried. Upon presentation of the cleaning certificate, the transport medium shall be loaded without further consultation with the buyer. If the buyer sends an obviously unclean transport medium and no cleaning certificate is presented upon collection, written loading authorisation quoting the relevant order number must be sent to operations@muenzer.at. It is expressly stated that, in the absence of a cleaning certificate, flammable or combustible goods, such as methanol or petrol, may not and will not be loaded. Under FCA/EXW contracts, goods that are not flammable or combustible shall be loaded into unclean transport media at the buyer's responsibility. Münzer shall not be liable for quality defects, consequential damage or loss of profit resulting from contaminated transport media provided by the buyer.

Upon collection of the goods, Münzer shall take two retention samples in the presence of the collecting driver. The samples shall be taken during loading at the loading station and shall constitute the retained sample of the goods delivered. The sample bottles shall be sealed in the driver's presence and affixed with tamper-proof security labels. The driver and the logistics employee shall also sign the identification label, thereby confirming that the samples were taken when the vehicle was filled and correspond to the goods delivered.

One of the sealed samples shall remain with Münzer and the second sample shall be handed to the driver. The retained samples must be stored appropriately in a cool, dry and dark place.

If there is any doubt concerning the quality of the product delivered, the contracting parties expressly agree that Münzer's unopened and sealed sample shall be sent to an independent laboratory designated by Münzer or selected by mutual agreement between the parties. The test methods specified in the applicable agreed product specification shall be used. The independent laboratory shall communicate the analysis result to Münzer and the buyer; that result shall be deemed to represent the quality of the goods and shall be accepted by the contracting parties.

For any complaints under FCA/EXW contracts, the retained sample relating to the quality of the goods that remains with Münzer shall apply exclusively. The contracting parties therefore validly agree that no other evidence concerning quality assurance, quality control or quality claims shall be admissible, unless mandatory law provides otherwise. If the goods are delivered by Münzer, Münzer's sealed retained sample and the evidence provided by the carrier commissioned by Münzer, subject to presentation of a cleaning certificate or confirmation of an approved previous cargo, shall form the basis of the quality inspection.

If the analysis result complies with the agreed delivery specification, the buyer shall bear the costs incurred by the external laboratory. If the analysis shows that the retained sample does not comply with the agreed delivery specifications, Münzer shall bear the costs of the external laboratory.

- (5) Upon delivery of goods, the buyer shall be responsible for the proper technical condition, cleanliness and suitability of the tanks, tanker trucks, measuring devices and other technical equipment provided by it. Any damage, loss, contamination, commingling or quantity discrepancies resulting, in particular, from overflow caused by defective tanks or measuring devices, from residues, contamination or water in tanks or tanker trucks, or in the course of loading or unloading carried out by the buyer or by its drivers, carriers, agents or other vicarious agents, shall be borne exclusively by and be at the risk of the buyer. To the extent permitted by law, Münzer shall not be liable in this respect; the buyer shall indemnify and hold Münzer harmless.

(6) Acceptance of Goods

Unless otherwise agreed, the goods shall be accepted as a single, undivided quantity and without delay. In the event of default in acceptance, Münzer shall be entitled, without prejudice to its other rights, to withdraw from the contract in whole or in part after granting a reasonable grace period of five business days. The buyer shall provide

the connections to the transport vehicle required for acceptance of the goods delivered and shall supervise acceptance itself or through an authorised representative. Münzer may rely, without any obligation to verify, on information provided by the buyer concerning the size and capacity of storage tanks. Münzer shall not be liable for the consequences of incorrect information or failure by the buyer to fulfil its duties to cooperate.

If the buyer is in default with acceptance, collection, unloading or any other required act of cooperation, it shall bear all resulting costs, including, in particular, demurrage, storage costs, additional transport costs, cleaning costs, handling costs, analysis and administrative costs and any other additional expenses incurred by Münzer, and shall compensate Münzer for the profit lost as a result of non-acceptance. Such default shall exist in particular if the buyer does not accept or collect the goods within the contractually agreed delivery, acceptance or collection period or on the agreed date, or fails to comply with a detailed specification by Münzer of the logistical arrangements within the agreed delivery, acceptance or collection period, including a collection, availability or time window, provided that Münzer has notified the buyer thereof reasonably in advance, in accordance with Section V. (7) and in writing within the meaning of Section I. (5).

If the buyer accepts the goods at a later date despite being in default in acceptance, the agreed purchase price shall in all cases remain the minimum price. If, at the time of actual acceptance or collection, the objectively ascertainable market price for goods of the same type and quality at the agreed place of performance and under comparable delivery terms is higher than the agreed purchase price, Münzer shall be entitled to charge the higher market price applicable at that time.

If the buyer does not accept the goods, Münzer shall be entitled, after expiry without result of a reasonable grace period granted to the buyer, to sell all or part of the affected goods elsewhere. No grace period shall be required if compliance with such a period would be unreasonable for Münzer, in particular due to the price volatility of the goods, limited storage capacity, threatened operational disruption or disproportionate storage, handling or other costs.

In connection with such a cover sale, Münzer shall not be required to obtain the highest possible price, the price originally agreed or the prevailing market price, to conduct a tender or bidding process or to wait for more favourable market conditions. A commercially reasonable sale shall be sufficient, taking into account the relevant market conditions, time pressure, available storage capacity and the costs and risks associated with further storage or realisation.

Münzer shall be entitled, at its discretion, to calculate the loss arising from non-performance either on a concrete basis by reference to the cover sale carried out or, where the goods have a stock-exchange or market price, on an abstract basis by reference to the difference between the agreed purchase price and the stock-exchange or market price at the time and place at which performance was due.

Where damages are calculated on a concrete basis, the recoverable loss shall include, in particular, the difference between the purchase price agreed with the buyer and the proceeds of the cover sale, as well as all reasonable storage, transport, handling, cleaning, analysis, administrative, brokerage and realisation costs. Any excess proceeds obtained from the cover sale shall be taken into account in calculating the shortfall; this shall not affect any other loss, damage or costs caused by the default or non-performance.

The same loss may not be recovered twice under both the concrete and abstract methods of calculating damages. This shall be without prejudice to any further claims of Münzer.

(7) Delivery Dates

The buyer shall notify Münzer of delivery dates no later than two weeks before the relevant delivery date. Delivery dates shall be finally fixed by mutual agreement and confirmation by Münzer. Unless otherwise agreed between the contracting parties, continuous, pro rata acceptance shall be mandatory under supply contracts of a longer duration.

VI. Force Majeure/Failure of Upstream Suppliers

- (1) Force majeure and other circumstances for which Münzer is not responsible, including, in particular, flood, fire, storm, natural disasters, strikes, operational disruptions for which Münzer is not responsible, technical defects, machine breakdowns, shortages of labour, energy, raw materials or auxiliary materials, failure of upstream suppliers or upstream products, traffic disruptions, official measures or comparable impediments that prevent, delay, reduce or render unreasonable the manufacture, procurement, dispatch, delivery, acceptance or consumption of the goods, shall entitle Münzer to discontinue, reduce or postpone the affected deliveries in whole or in part for the duration and to the extent of the disruption.

If delivery or acceptance is delayed by more than three months as a result of such a disruption, either party shall be entitled to terminate the contract in respect of the affected deliveries. In the event of termination, the buyer shall not, to the extent permitted by law, be entitled to assert claims for damages or reimbursement of other expenses, in particular contractual penalties payable to third parties, against Münzer.

Price increases, procurement difficulties, supply bottlenecks or availability problems affecting upstream suppliers shall entitle Münzer to make an appropriate adjustment, reduction, postponement or non-delivery if they were not foreseeable by Münzer or could not be avoided with reasonable effort and performance of the affected delivery is thereby materially impeded or becomes economically unreasonable.

- (2) Conclusion of the contract is subject to correct and timely supply to Münzer by its suppliers. In the event of a partial or complete loss of sources of supply, Münzer shall not be obliged to make good the shortfall through alternative upstream suppliers. In such a case, Münzer shall be entitled to make proportionate reductions and allocate the available quantities of goods on a pro rata basis. To that extent, Münzer shall be released from the unfulfilled delivery obligations. There shall be no obligation to make up the reduced quantities. The buyer shall be informed without undue delay of the unavailability of the goods or services.
- (3) Münzer and the buyer shall inform each other without undue delay of events that impair or impede performance of the contractual deliveries and shall endeavour to mitigate the effects for both parties and restore the original conditions as soon as possible. Once the force majeure event has ceased, Münzer and the buyer shall agree whether the omitted deliveries are to be made up.

VII. Containers

- (1) Rail Tank Wagons

Rail tank wagons shall be emptied and returned to the station specified by Münzer within 48 hours after arrival at the destination station. Demurrage shall be charged for standing times exceeding 48 hours. The rail tank wagons provided may not be used by the buyer for its own purposes. The buyer shall be liable for any damage to the rail tank wagons occurring while they are on its premises or on the premises of a customer designated by it.

Rail tank wagons shall be returned without undue delay and in all cases only after they have been completely emptied. Exceptions in compelling, duly justified cases require Münzer's prior consent. Münzer reserves the right to claim damages if the rail tank wagons are not emptied properly.

- (2) Road Tankers

Road tankers shall be unloaded without undue delay after arrival. Demurrage shall be charged for standing times exceeding three hours. Costs resulting from delays caused by the buyer shall be borne by the buyer. The buyer shall ensure proper access to its unloading point.

The buyer shall ensure that unloading equipment, connections, hoses, tanks, measuring devices and other technical equipment are suitable, clean, safe and officially approved for acceptance of the goods. Münzer shall not be liable for damage resulting from unsuitable, defective, contaminated or improperly operated equipment of the buyer or its vicarious agents.

VIII. Payment

- (1) Unless otherwise agreed, payment shall be made immediately upon receipt of the invoice or by the agreed payment date, without deduction. Any exception must be agreed in writing.
- (2) Münzer reserves the right to adjust the payment term in line with the maximum cover provided by the credit insurer so that the receivables arising from the concluded contract do not at any time exceed the cover granted by the credit insurer. If no credit insurance is available, the buyer shall make payment in advance or provide security, such as a bank guarantee, before delivery. If credit insurance cover ceases or is reduced, Münzer may unilaterally amend the payment terms and require advance payment or the provision of security in the form of a bank guarantee.
- (3) The buyer shall not be entitled to set off claims unless the counterclaim has been acknowledged by Münzer or finally determined by a court. Nor shall the buyer have any right of retention in respect of claims arising from the same contractual relationship, unless mandatory law provides otherwise. Claims may be assigned only with Münzer's prior written consent.
- (4) In the event of default in payment, Münzer shall be entitled to charge default interest. The interest rate shall be 9.2% above the base rate of the Austrian National Bank. This shall be without prejudice to further claims, in particular for reminder, collection, legal enforcement and financing costs.
- (5) In addition, in the event of default in payment, the opening of insolvency proceedings over the buyer's assets or the discovery of circumstances that jeopardise or impede collection of the claims, Münzer shall be entitled, without prejudice to its other rights, to withdraw from the contract with immediate effect.
- (6) In the event of default in payment or the occurrence of circumstances referred to in paragraph (5) above, Münzer shall be entitled to revoke with immediate effect any payment term granted under the contract. Any further deliveries made in such a case, including under deviating agreements, shall be made exclusively against advance payment or the provision of additional security.
- (7) Where there is more than one buyer, the buyers shall be jointly and severally liable.
- (8) The buyer shall raise any objections to invoices in writing, stating reasons, without undue delay and within five business days after receipt of the invoice. Objections not raised in due time shall not affect the due date of the invoice. Obvious invoice errors may be corrected at any time.

IX. Retention of Title

- (1) Simple Retention of Title
Münzer shall in all cases retain title to the goods delivered until full payment of the purchase price, including all ancillary costs, interest, reminder costs, collection costs and any other claims arising from the business relationship.
- (2) Processing Clause
Where goods delivered by Münzer are processed by the buyer, Münzer shall be deemed the manufacturer and shall acquire title to the newly created goods immediately. If the goods are processed together with other materials, Münzer shall acquire an immediate co-ownership interest in the new goods in the ratio of the invoice value of the goods supplied by Münzer to the other materials.
- (3) Combination and Commingling Clause
If goods delivered by Münzer are combined or mixed with an item belonging to the buyer in such a way that the buyer's item is to be regarded as the principal item, it shall be deemed agreed that the buyer transfers a co-ownership interest in the principal item to Münzer in the ratio of the invoice value of the goods delivered by Münzer to the invoice value, or in the absence thereof the market value, of the principal item. The buyer shall hold the sole ownership or co-ownership interest thereby created in custody for Münzer free of charge.
- (4) Extended Retention of Title

The buyer shall be entitled to dispose of goods owned by Münzer in the ordinary course of business for as long as it duly and punctually fulfils its obligations arising from the business relationship with Münzer. Upon conclusion of the contract, the buyer hereby assigns to Münzer all claims arising from the sale of goods to which Münzer has retained title; where Münzer has acquired a co-ownership interest as a result of processing, combination or commingling, the assignment shall be made in the ratio of the value of the goods supplied by Münzer subject to retention of title to the value of the goods owned by third parties subject to retention of title. Upon conclusion of the contract with Münzer, the buyer also assigns to Münzer any acknowledged balance claims arising from current-account arrangements, up to the amount of the claims then outstanding in favour of Münzer. The buyer shall comply with all formal requirements necessary for an effective assignment, in particular by making an effective book entry.

(5) Right to Information/Disclosure

At Münzer's request, the buyer shall provide all information required concerning the stock of goods owned by Münzer and the claims assigned to Münzer. At Münzer's request, the buyer shall also mark the goods owned by Münzer as such and inform its customers of the assignment.

(6) Default in Payment

In the event of default in payment by the buyer, Münzer shall be entitled, without withdrawing from the sales contract and without granting a grace period, to demand provisional surrender of the goods owned by Münzer at the buyer's expense and to revoke the buyer's authority to resell and process the goods subject to retention of title.

Repossession of goods subject to retention of title shall constitute withdrawal from the contract only if Münzer expressly declares this in writing. The buyer shall bear all costs of repossession, storage, realisation and legal enforcement.

X. Information and Cooperation Duties of the Buyer

The buyer shall inform Münzer in writing, immediately after becoming aware thereof, of any problems and/or delays affecting the timely and contractually stipulated acceptance of the contractual goods.

The buyer shall inform Münzer, in good time before conclusion of the contract and in any event before delivery, of all circumstances that may be relevant to delivery, storage, use, resale, processing, transport, customs clearance, import, export, registration, sustainability documentation or regulatory treatment of the goods. This shall apply in particular to specific requirements of the country of destination, special intended uses, technical requirements at unloading points, deviating documentation requirements, official permits or restrictions.

The buyer shall be responsible for compliance with all statutory, official and regulatory requirements applicable to the buyer, its customers, the country of destination, import, storage, processing, use and resale of the goods, except to the extent that such requirements must mandatorily be fulfilled by Münzer.

If the buyer fails to provide timely or complete information, Münzer shall not be liable for any resulting delays, additional costs, impossibility of delivery, official objections, documentation deficiencies or other disadvantages. The buyer shall indemnify and hold Münzer harmless in this respect.

XI. Liability

- (1) Münzer shall generally be liable for damages in accordance with the statutory provisions. Under fault-based liability, Münzer shall be liable for damages, irrespective of the legal basis, in cases of wilful misconduct and gross negligence. To the extent permitted by law, Münzer shall not be liable in cases of slight negligence.

- (2) To the extent permitted by law and unless Münzer acted wilfully or with gross negligence, Münzer shall not be liable for indirect or consequential damage, loss of profit, production losses, business interruption, contractual penalties owed by the buyer to third parties, reputational damage, financing costs or other pure economic loss.
- (3) The limitations of liability set out in Section XI. (1) and XI. (2) shall not apply
 - a. to damage arising from injury to life, limb or health caused by a negligent breach of duty by Münzer or an intentional or negligent breach of duty by a legal representative or vicarious agent of Münzer,
 - b. to the extent that Münzer has fraudulently concealed a defect, and
 - c. to claims of the buyer under the Austrian Product Liability Act.
- (4) Münzer shall not be liable in the event of impossibility or delay in the performance of delivery obligations where such impossibility or delay results from compliance with public-law obligations under regulations, laws, official conditions or other regulatory requirements instigated by or attributable to the buyer.
- (5) To the extent that the buyer asserts claims against Münzer for damage, claims or costs caused by acts or omissions of the buyer, its customers, carriers, drivers, agents, vicarious agents or other third parties, the buyer shall indemnify and hold Münzer harmless.

XII. Compliance

The buyer acknowledges Münzer's Code of Conduct for Business Partners and undertakes to comply with it; it is available at <https://muenzer.com/at-de/unternehmen/code-of-conduct>.

The buyer further undertakes to comply with all applicable statutory, official and regulatory requirements, in particular in the areas of environmental law, waste law, occupational health and safety, product safety, transport and dangerous-goods law, anti-corruption, anti-money laundering, sanctions, export controls, human rights, supply-chain requirements and sustainability requirements.

Breaches of the Code of Conduct or of material compliance, sustainability or statutory obligations shall entitle Münzer to suspend affected deliveries, withdraw from the contract or terminate the business relationship for good cause. This shall be without prejudice to any further claims of Münzer.

XIII. Confidentiality

The buyer shall treat as confidential all information concerning Münzer that becomes known to it in connection with the business relationship. This includes, in particular, prices, quantities, specifications, formulations, analysis data, supplier and customer relationships, technical, commercial, legal, organisational and operational information, and sustainability, audit and certification documents.

The confidential information may be used only for the performance of the relevant contract and may not be disclosed to third parties without Münzer's prior written consent. This shall not apply where disclosure is required by mandatory law or where disclosure to approved vicarious agents is necessary for the performance of the contract, provided that such vicarious agents are bound by equivalent confidentiality obligations.

The confidentiality obligation shall survive termination of the business relationship for as long as Münzer has a legitimate interest in confidentiality; it shall apply indefinitely to trade secrets.

XIV. Amendment of these General Terms and Conditions

Münzer reserves the right to amend these General Terms and Conditions of Sale at any time with effect for the future. Amendments shall be notified to the buyer in writing within the meaning of Section I. (5) and shall be deemed accepted unless the buyer objects in writing within four weeks of receipt of the notice. Münzer shall expressly draw attention to this consequence in the notice of amendment. In the event of a timely objection,

Münzer shall be entitled to terminate the affected continuing contractual relationships and framework agreements with immediate effect.

XV. Severability

If any provision of these General Terms and Conditions of Sale is or becomes invalid, void or unenforceable, this shall not affect the validity of the remaining provisions. To the extent legally permissible, the invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic purpose of the original provision. The same shall apply in the event of a contractual omission.

XVI. Jurisdiction and Applicable Law

The exclusive place of jurisdiction shall be the court in Vienna having subject-matter jurisdiction. Münzer shall, however, also be entitled to bring an action at the buyer's general place of jurisdiction or at any other place of jurisdiction permitted by law.

The contractual relationship shall be governed exclusively by the laws of the Republic of Austria, to the exclusion of its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

XVII. Final Provisions

Any amendments or additions to these General Terms and Conditions of Sale or to a contract concluded on their basis must be made in writing within the meaning of Section I. (5), unless mandatory law requires a stricter form. This shall also apply to any waiver of the written-form requirement.

The rights and claims of Münzer under these General Terms and Conditions of Sale shall be in addition to its statutory rights, unless expressly excluded or modified. Any waiver of Münzer's rights must be expressly declared in writing. Failure to exercise any individual right shall not constitute a waiver of that or any other right.

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