

**1. Scope; Offers.** Unless otherwise agreed in writing, and to the fullest extent permitted by law, these General Conditions of Sale and Delivery (the "**Conditions**") apply exclusively to every Contract (as defined below) to the exclusion of any other terms that the person or entity (the "**Purchaser**") to whom we sell the goods, materials or services (collectively referred to as the "**Goods**") seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing. These Conditions, along with any quotation or sales contract issued by us (the "**Quotation**") to which these Conditions are attached or which incorporates these Conditions, are deemed to be an offer by us to sell the Goods on these Conditions and the terms in the Quotation. The Purchaser's acceptance of or response to such an offer (regardless of the media or means of acceptance or response including but not limited to purchase orders or electronic orders or other documents in Writing from the Purchaser to us) shall take effect as the Purchaser's offer to purchase the Goods on these Conditions and the terms in the Quotation (the "**Order**"). A Contract is only formed when we accept the Order by issuing an order confirmation in Writing or fulfilling the Order. "**Contract**" as used herein shall mean an agreement between us for the sale and purchase of the Goods comprising these Conditions, the Quotation (if any) and the acceptance thereof by the Purchaser. Unless expressly approved by us in Writing, any additional or conflicting terms and conditions contained in, attached to or referred to in the Purchaser's Order, documentation or other prior or later communication from the Purchaser to us shall have no effect on the sale and purchase of the Goods and are expressly rejected by us. The Contract constitutes the entire agreement between the parties in relation to its subject matter.

**2. Form.** As used herein, (i) "**in Writing**" means in text form (including email, facsimile, an established electronic data transfer protocol agreed with us, computer-generated letters and telegrams), and (ii) "**Written Form**" means a document hand-signed by our authorised representative(s). Any amendment or supplement to these Conditions and/or any clause thereof and/or the Contract, and any termination or mutually agreed cancellation of a Contract, shall be made in Written Form. Other statements may be made in Writing.

**3. Advice and Services.** All technical advice, services and recommendations by us and our affiliates are given in our discretion and subjective judgment, and are intended for use only by suitably skilled and qualified persons having the relevant know-how. The Purchaser acknowledges and agrees that any reliance on our technical advice, services and recommendations, given at our discretion and subjective judgment, is at its own risk, and we assume no responsibility for the use thereof. For the avoidance of doubt, and without limiting anything in clause 14 herein, we disclaim all and any liability, to the maximum extent allowed by law, for any losses, damages and/or costs that may be suffered by the Purchaser in its decision (exercised freely), to place reliance on our technical advice, services and recommendations.

**4. Prices.** Unless otherwise agreed in writing by us, our prices are quoted in Bangladesh Taka (BDT) Ex Works (in accordance with INCOTERMS® 2020) and do not include the packaging costs. Value Added Tax (VAT), and all other tax(es) including but not limited to AIT (Withholding Tax) that may be levied on the purchase of the Goods from us, shall be payable additionally at the statutory rate in effect on the date of the invoice, and shall be borne solely by the Purchaser.

**5. Payment; Set-off; Credit.** Unless otherwise agreed in Writing by us, the Purchaser shall within fourteen (14) days of issuance of the invoice by us (the "**Due Date**") effect payment of such invoice, without deduction, in BDT via electronic bank transfer of immediately available funds into a bank account designated by us. Delay in payment will result in the Purchaser being responsible for interest at a rate of one percent (1%) per month and compounded monthly at a rate of twelve percent (12%) per annum on the outstanding amount of any unpaid invoice or any part thereof, such interest accruing from the day after the Due Date till the date on which payment of the invoice, together with all interest accrued, is received in full by us. In addition, in the event non-payment exceeds fourteen (14) days, we reserve the right (but not the obligation) to terminate the Contract and, for the avoidance of doubt, no Delivery of the Goods ordered by the Purchaser prior to such termination shall be made to the Purchaser. Set-off by the Purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction. We may at any time, without limiting any of our other rights or remedies, set off any amount owing to us by the Purchaser against any amount payable by us to the Purchaser. We make no assurance, representation or guarantee regarding any payment term, credit (pursuant to which the Goods are delivered prior to payment being made) or the continuation of such credit to the Purchaser (collectively the "**Credit**"). If we, in our sole discretion, provide the Purchaser with Credit to purchase the Goods from us under this Contract, such Credit line may be amended, decreased or terminated at any time at our sole discretion. Notwithstanding the foregoing, and without prejudice to our right to terminate the Contract pursuant to clause 17 below, if we determine, in our sole discretion, that the creditworthiness or future performance of the Purchaser is or may be unsatisfactory, we may upon giving notice in Writing at any time (i) suspend Deliveries of the Goods, (ii) require prepayment by wire transfer of immediately available funds to be received at least two (2) weeks prior to a scheduled shipment of the Goods, and/or (iii) require Security at least three (3) weeks prior to a scheduled shipment. "**Security**" refers to any kind of security as determined by us in our sole discretion, which may be in the form of cash, letter of credit or bank guarantee.

**6. Risk of Loss, Shipment, Title.** Unless otherwise stated in the Contract, the Goods shall be delivered Ex Works from our designated shipping point (in accordance with INCOTERMS® 2020). Unless expressly agreed otherwise in a Contract, risk of loss, damage and contamination of the Goods passes to the Purchaser when we place the Goods with a carrier at the shipping point and the Goods shall be deemed "**Delivered**" at such time (and "**Delivery**" shall be construed accordingly) and at such place (the "**Place of Delivery**"). Upon the Goods being Delivered, the Purchaser assumes all risk and liability, and we shall not be liable to the Purchaser for any loss or damage to persons, property or the environment arising out of or related to the Goods (except for any death or personal injury arising from our negligence). The Place of Delivery or performance shall be our place of production or storage. If shipment has been agreed to be included within the scope of the Contract, we shall select any reasonable method of shipment without liability to the Purchaser under whatever circumstance by reason of the selection and unless otherwise stated in the Contract, the Goods shall be deemed Delivered as set out above. Title to the Goods shall only pass to the Purchaser on full payment for the Goods (together with all interest, if any). If the Purchaser fails to make full payment for the Goods by the Due Date and such non-payment exceeds fourteen (14) days, we reserve the right (but without the obligation to), without reference to any judicial proceedings, to repossess the Goods (if Delivered), or apply to the Purchaser for, and the Purchaser shall grant, entry into its premises for repossession of the Goods (if Delivered). The Purchaser undertakes to store the Goods in its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as our Goods and the Purchaser shall reimburse us for any expenses and costs we may incur in

respect of such repossession of the Goods. In the event the Goods are damaged, or have already been used by the Purchaser, the amount owing by the Purchaser to us shall be deemed as a debt owed and subject to the interest rate as set out in clause 5 of these Conditions from the day after the Due Date till the date the full payment (together with all interest accrued) is made.

**7. Delivery; Schedules; Delay.** We may Deliver the Goods or perform the services in instalments or parts. Any delay or defect in an instalment or part shall not entitle the Purchaser to cancel any other instalment or part. To the extent flexibility is allowed by the Contract for time and/or size of Deliveries, the parties will cooperate to the extent reasonable to coordinate periods and times for Deliveries hereunder. The Purchaser will give reasonable prior notice in Writing as to quantities and scheduling desired, subject to the quantities set forth in the Contract or agreed by us in Writing. If we fail to comply with the agreed schedules of Delivery or performance or other contractual obligations on time, the Purchaser shall grant us in Writing an additional period for the Goods to be Delivered of reasonable length, such period to be at least three (3) weeks. Partial Delivery and performance shall be permitted to a reasonable extent. If Delivery or performance does not take place by the end of the additional Delivery or performance period, the Purchaser shall grant us in Writing a further reasonable period for Delivery or performance.

**8. Transport Insurance.** We are authorised to obtain appropriate transport insurance on behalf and at the expense of the Purchaser in an amount at least equal to the invoiced value of the Goods. The Purchaser shall, upon our notification in Writing, forthwith indemnify or reimburse us for all transport insurance costs incurred.

**9. Measurement; Determination of quality.** The quantity and quality of the Goods shall be determined by taking a sample (the "**Sample**") in the manner customary at the Place of Delivery, such determination to be binding on the parties in the absence of manifest error. Notwithstanding the foregoing, in the event that there is a discrepancy of one percent (1%) or more between the weight measured by the Purchaser upon inspection of incoming Goods and our measurement, the parties will in good faith attempt to resolve such discrepancy amicably within two (2) working days from the date of notification by the Purchaser to us of the discrepancy, failing which the parties shall mandate an independent surveyor with the verification of the testing of the weight of the Goods. The surveyor's judgment shall be binding on the parties in the absence of manifest error. If the Purchaser's measurement was incorrect, then the Purchaser shall bear all costs for verifying the measurement; otherwise these charges shall be for our account.

**10. Force Majeure; Impracticability.** Events or circumstances beyond the reasonable control of the parties (including our affiliates) and in particular acts of God, fire, explosion, flood, wars, acts of terrorism, acts of governments or military authorities, strikes, lockouts, accident, extreme weather conditions, failure of usual sources of raw materials or of equipment normally used by us or our affiliates for manufacturing, handling or Delivery of the Goods, or internally produced intermediates used in manufacture of any of the Goods, necessity not to operate, or to reduce operation of, equipment in order to protect the safety of people or the environment, or any circumstances beyond the reasonable control of the party seeking excuse from performance ("**Force Majeure Event**") shall release the affected party from its obligations, save for any payment obligations, to perform under this Contract for the period of and to the extent such Force Majeure Event affects the performance of its obligations under the Contract. Promptly after a party determines that a Force Majeure Event exists, that party shall notify the non-affected party and shall seek to mitigate the effects of the Force Majeure Event insofar as such is reasonably possible provided that neither party shall be obligated to settle any labor related disputes. Quantities affected by the Force Majeure Event shall be deducted from the Contract (without any compensation for any losses, damages and/or costs that may be incurred by the other party), but the Contract shall otherwise continue in full force and effect for the term set forth therein. For the avoidance of doubt, any Force Majeure Event affecting any facility at which our affiliates produce products substantially similar to the Goods shall be considered a Force Majeure Event for purposes of the Contract. If there is a shortfall in the quantity of the Goods due to a Force Majeure Event, we may apportion any reduced quantity of Goods among ourselves, our affiliates and customers in a reasonable manner (but otherwise, in our sole discretion), taking appropriate account of our own requirements. We shall not be required to acquire Goods or to replenish any shortfall arising as a result of a Force Majeure Event. Should we acquire quantities of Goods following a Force Majeure Event, we may use or distribute, without apportioning, such Goods at our own discretion. We may suspend performance and/or terminate the Contract without liability to Purchaser if, for any reason, we shut down any facility or parts thereof at which Goods are produced, or if a not reasonably foreseeable change in circumstances causes us to incur a loss on a full cost basis at any time on the sale of Goods hereunder. For the avoidance of doubt, and without limiting anything in clause 14 herein, we shall not be liable to the Purchaser for any losses, damages and/or costs, under any circumstance, for any action or decision taken by us under this clause, (whether such action or decision is later found to be reasonable or not), under any circumstance, or for whatever reason.

**11. Product Information:** Unless otherwise agreed in writing by us, the contractual characteristics of the Goods shall be exclusively based on our product specifications in the most recent version as of the date of the Contract. Any information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us as such in Written Form. All information about the Goods, their application and processes is based on research and experience in the field of applied engineering and we provide such information to the best of our knowledge, on a non-binding basis and subject to our right to modify and further develop it. The Purchaser shall be responsible and liable to us to verify all information and the suitability of the Goods for the Use (as defined in clause 12 below), in particular with regard to the protection of third parties' intellectual property rights. For the avoidance of doubt, the warranty in this clause shall constitute the only warranty given by us, and to the maximum extent allowed by law, all warranties under law (including the Sale of Goods Act 1930, or its equivalent statute), or implied by trade, custom, practice or course of dealing are expressly excluded.

**12. Complaints.** The Purchaser shall as soon as practicable, but no later than two (2) working days following the Purchaser's receipt of the Goods and in any event before the use, disposition or any processing of the Goods, except for reasonable testing and inspection of quantities (all collectively referred to as the "**Use**"), inspect the Goods for any variation from identity, quality or quantity, or for any damage to packaging or defects caused during shipment which would reasonably be evident from a physical and sample inspection. If the Purchaser fails to notify us in Writing within two (2) working days of receipt of Goods of any damage to packaging or any defect which would reasonably be apparent from such a physical inspection, the Goods in question shall be deemed to be accepted by the Purchaser as to quality and quantity and all claims with respect thereto shall be deemed to be waived by the Purchaser. The same shall apply, if the Purchaser fails to notify us without undue delay after having discovered a defect which is not reasonably apparent from such inspection within two (2) working days from discov-

ery, or from the date it should have been discovered through reasonable investigation. For the avoidance of doubt, if the Purchaser does not notify us in Writing of any defect within such time period, the Purchaser shall be deemed to have waived its right to inspect the Goods, and the reading done by us on the Goods at our designated shipping point shall be final and conclusive evidence of the facts stated therein, and its accuracy shall not be disputed by the Purchaser under any circumstance.

If the Purchaser knowingly accepts defective Goods, the Purchaser shall only be entitled to raise a claim for such defects if it has expressly reserved such rights in Writing upon receipt of the Goods.

**13. Rights of Purchaser in Case of Defects.** Defect claims shall only be valid if, when Delivered, the deviation of Goods from the agreed product properties is substantial and material; or, if the usability of the Goods is substantially and materially reduced, and the defect is not a result of (whether directly or indirectly) the Purchaser's actions/omissions or use (including, but not limited to the lack of proper storage facilities), or fair wear and tear. In the event of justified and rightfully raised defect claims, we reserve the right, at our sole discretion, to either replace or repair the defective Goods or refund the price of the defective Goods. We shall always be granted a reasonable period of time to provide such replacement, repair or refund.

**14. Limited Warranty; Liability.**

**14.1** WE MAKE NO REPRESENTATION OR WARRANTY OF FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE, OF ANY KIND WHETHER EXPRESS OR IMPLIED. THE PURCHASER, BY PURCHASING THE GOODS FROM US, HEREBY REPRESENTS THAT IT HAS MADE ITS OWN INFORMED DECISION (INCLUDING SEEKING INDEPENDENT LEGAL ADVICE, IF IT DEEMS NECESSARY) TO PURCHASE THE GOODS AND HAS NOT RELIED ON ANY REPRESENTATION (WHETHER ORAL OR WRITTEN) MADE BY US IN ITS DECISION TO PURCHASE THE GOODS. WE SPECIFICALLY DISCLAIM ANY WARRANTY WITH RESPECT TO PURCHASER'S OR ITS CUSTOMERS' USE, DIRECTLY OR INDIRECTLY, OF THE GOODS SOLD HEREUNDER, INCLUDING ANY WARRANTY THAT MAY BE IMPLIED BY LAW (INCLUDING BUT NOT LIMITED TO THE SALE OF GOODS ACT 1930), CUSTOM OR TRADITION. **14.2** Unless otherwise provided herein, our entire liability under a Contract for any and all damages, losses, costs and any payment otherwise due from us to the Purchaser resulting from: (i) the Delivery of defective Goods, (ii) any delayed Delivery; or (iii) any other source, shall never exceed the invoice value of the Respective Shipment or an amount of 150,000 BDT, whichever is lower. **"Respective Shipment"** as used herein means the volume of Goods which would have been Delivered, if we had complied with our obligations under the Contract. **14.3** WE SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER REMOTE DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER BASED UPON OUR NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION. **14.4** The limitations of liability set forth in clauses 14.2 and 14.3 shall not apply (i) if we are liable for intentional acts or omissions which resulted in the said losses to the Purchaser, (ii) if it concerns claims due to injuries to life, body or health caused by our negligence, and (iii) to the extent applicable mandatory laws prohibit the limitation of liability.

**15. Statute of Limitation.** To the extent legally permissible, the limitation period for any claim by the Purchaser hereunder shall be twelve (12) months from the time the Goods have been Delivered or should have been Delivered.

**16. Compliance with Statutory Regulations, Termination.**

**16.1** The performance of the Contract by us shall be subject to the following conditions: (i) all necessary export licences, permits and other permissions being obtained by the Purchaser from the relevant authorities for the intended destination and Use of the Goods; (ii) if we are required to have any permit or licence from any governmental or regulatory body, such permit or licence being granted to us at the required time; and (iii) such performance shall not be prohibited on the grounds of any local and/or international legal requirements (including but not limited to export control regulations, customs requirements or other sanctions). **16.2** Unless otherwise agreed in Written Form, the Purchaser shall be responsible and liable to us for compliance with all relevant statutory and regulatory requirements in relation to the import, export, re-export, transport, storage, and Use of the Goods, and shall obtain at its own costs and expenses all necessary permits and licences. If required to enable authorities or us to conduct export control checks, the Purchaser shall upon our request, provide us with all the relevant information (including but not limited to information relating to the particular end customer, destination and intended Use of the Goods). Without limiting the foregoing, the Purchaser shall not use, sell or otherwise dispose of any of Goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs; in violation of embargoes; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations. The Purchaser shall indemnify us and hold us harmless from and against any claim, proceeding, action, loss, cost and damages arising out of or in relation to any non-compliance with applicable laws and regulations and with its obligations set out above.

**17. Termination, Suspension.**

**17.1** In the event that: (i) the Purchaser is in breach of the Contract (including but not limited to a breach under Clause 16.2); (ii) there is a material change in the Purchaser's financial position which in our reasonable opinion, is likely to affect the Purchaser's ability to perform its obligations under the Contract; (iii) there is a change in control of the Purchaser which in our reasonable opinion, adversely affects the position, rights or interests of the Purchaser (For the purpose of this sub-clause, "control" means the ability to direct the affairs of another by virtue of contract, ownership of shares or otherwise howsoever); (iv) the Purchaser ceases, or threatens to cease, to carry on business; (v) any condition under Clause 16.1 is not met for any reason whatsoever; or (vi) a trade prohibition applies to the Goods at the time of Delivery or a product registration obligation applies to the Goods at the time of Delivery or performance of the Contract and such registration has not been applied for by us or has not been granted, we shall be entitled to, by giving notice in Writing (the **"Suspension/Termination Notice"**), suspend or terminate the Contract without any liability for such suspension or termination whatsoever. **17.2** If at the time of the Suspension/Termination Notice, the Goods have been Delivered but not paid for in full, payment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and we shall be entitled to retain any Security given or monies paid by the Purchaser and apply the said Security or monies against the assessed losses and damages, if any, suffered by us, or if there is no such Security or monies paid by the Purchaser, to recover the same otherwise. **17.3** In the event where the Contract has been suspended for a period of time and in our reasonable opinion the situation is deemed irremediable, we shall be entitled to terminate the Contract forthwith in Writing.

**18. Applicable Law.**

**18.1** If the Purchaser is a person or entity incorporated in Bangladesh, the contract and the legal relationship with Purchaser shall be governed by the laws of Bangladesh.

**18.2** If the Purchaser is a foreign national or institute and incorporated outside Bangladesh, the contract and the legal relationship with Purchaser shall be governed by the laws of Singapore and the UN Convention on Contracts for the International Sale of Goods.

**19. Place of Jurisdiction.**

**19.1** If the Purchaser is a person or entity incorporated in Bangladesh, (1) any dispute arising out of or in relation with this contract shall be resolved by arbitration at the Singapore International Arbitration Centre (SIAC) in accordance with SIAC rules or in Dhaka, Bangladesh under Arbitration Act 2001, as chosen; (2) the Tribunal shall consist of three (3) arbitrators; and (3) the language of the arbitration shall be English.

**19.2** If the Purchaser is a foreign national or institute and incorporated outside Bangladesh against which we are required to institute legal proceedings, we shall have the option to institute legal proceedings at Purchaser's place of jurisdiction or resolved by arbitration at the Singapore International Arbitration Centre (SIAC) in accordance with SIAC rules, as applicable.

**20. Miscellaneous. No Assignment.**

The Purchaser may not assign, transfer, charge or deal in any other manner with any or all of its rights or obligations under the Contract without our prior consent in Writing. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of Contract, and shall permit us, in addition to any other rights that we may have, to terminate the Contract and claim damages. **Severability.** If any court or competent authority finds that any provision of these Conditions or the Contract or part of any provision thereof is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be amended or deemed to be deleted, and the validity, legality and enforceability of the other provisions of the Conditions and the Contract shall not be affected. **Third Party Rights.** The Contract is solely for the benefit of the Purchaser and us and shall not be deemed to confer upon or give to any third party any right, claim, cause of action or interest herein. **Rights and Remedies.** Any rights and remedies provided under these Conditions and/or the Contract to the Purchaser are instead and in place of the non-mandatory rights and remedies provided or implied by statute, law and equity or otherwise. **Independent Contractors.** The Purchaser and we are independent contractors and are not partners, principals/agents or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Contract, and no fiduciary, joint venture, trust or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Contract, law or otherwise. **Headings.** The headings of these Conditions and the Contract are of no binding effect, and shall not be used to construe these Conditions, nor the Contract. **Confidentiality** The Purchaser shall keep strictly confidential any information, knowledge and tangible materials including but not limited to information of key personnel constituting personal data under the Digital Security Act, 2018 & Information Communication Technology Act, 2006, technical and other data, measured values, techniques, business experience, business secrets, know-how, drawings and other documentation (the **"Confidential Information"**) received, whether directly or indirectly, from us or our affiliates or disclosed in any other way by us or on our behalf. The Purchaser shall not disclose Confidential Information to third parties and shall use it only for the purpose of performing its obligations under the Contract. The Purchaser shall return all Confidential Information delivered to it in a tangible form such as documents, samples, specimens or the like promptly upon our request without retaining any copies or notes. In addition, it shall, upon our request, delete its own notes, compilations and evaluations containing Confidential Information without undue delay and shall confirm this to us in Writing. We retain ownership of, as well as all intellectual property rights in, the Confidential Information. The confidentiality and restricted use obligations set out herein shall survive the expiry or termination of the Contract for a period of five (5) years. **Third Party Intellectual Property Rights.** We shall not be liable for any infringement or allegation of infringement of any third party intellectual property rights arising out of: (i) any Use of the Goods, including in combination with other goods not made or supplied by us; or (ii) modification of the Goods or any part thereof by the Purchaser or a third party. **Collection, Use and Disclosure of Data.** We may from time to time, request for data (including but without limitation, personal data of officers of the company) (**"Data"**) from the Purchaser as we deem fit for purposes of credit and due diligence checks (or for such other purpose as may be communicated from time to time by us to the Purchaser in Writing). Upon provision of such Data to us, the Purchaser shall be deemed to have obtained the prior consent of any individual from whom such Data is collected. **Compliance with Policies.** We refer to the documents "Code of Conduct", "Global Social Policy" and "Our Values for the Environment, Safety, Health and Quality" which are available at <http://www.evonik.com/responsibility> and which apply exclusively to us and our affiliates. We expect the Purchaser and its affiliates to comply with the internationally recognised minimum standards of the UN Global Compact and the Core Labour Standards of the International Labour Organisation (ILO) as well as Labour Code 2006. In addition, the Purchaser and its affiliates undertake to comply with all anti-corruption laws applicable to the commercial relationships between the Parties. Any infringement of the provisions of such law in connection with the Contract shall constitute a material breach of the Contract which, notwithstanding any of our other rights and remedies, shall entitle us to terminate the Contract immediately.