

1. Scope

These general terms and conditions of sale (“**General Terms and Conditions**” or “**GTC**”) shall apply and shall be deemed incorporated into any and all sales by Lenzing Fibers Grimsby Limited a company registered in England under registration number 05709148 with its registered office at Energy Park Way, Grimsby, DN31 2TT, United Kingdom (“**Seller**”), of man-made cellulose fiber products or services (“**Goods**”) to any buyer of Goods (“**Buyer**”). These GTC are part of Seller’s order confirmation (“**Order Confirmation**”) and govern the purchase and sale of the Goods specified in the Order Confirmation regardless of any prior offer made to Seller by Buyer, or prior course of dealing between the Seller and Buyer. Any additional or different terms and conditions or contract forms of Buyer, and any implied terms, are hereby rejected by Seller and shall not become part of the contract or terms of sale unless such terms and conditions or contract forms are expressly assented to in a written instrument signed by an authorized representative of the Seller.

2. Formation of contracts

A legal transaction shall be effected at the earliest upon the issuance of the Order Confirmation of Seller or the Delivery of the Goods (as defined herein), whichever occurs earlier (“**Contract**”). The Seller shall have no obligation to issue any Order Confirmation, Deliver the Goods or otherwise accept any order for Goods. In these GTC, “**Delivery**” means when the Seller has delivered the Goods in accordance with Clause 6.1 of these GTC.

If the Order Confirmation deviates from Buyer’s offer, the Contract shall be formed according to the Order Confirmation, including these General Terms and Conditions which are hereby incorporated into the Order Confirmation. If an acknowledgement of an Order Confirmation or any other correspondence of Buyer contains supplements to or deviations from the Order Confirmation, they shall not be deemed agreed upon and shall not be incorporated into the Contract.

Any order for the Goods by the Buyer constitutes an offer by the Buyer to purchase the Goods in accordance with these GTC. Any quotation of Seller is not an offer and is given on the basis that no contract will come into existence until the Seller issues the Seller’s Order Confirmation to the Buyer or the Delivery of the Goods, whichever occurs earlier. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it. In addition to the Order Confirmation and these General Terms and Conditions, the Contract shall include any additional terms and conditions specified by Seller in documents referred to or accompanying the Order Confirmation.

3. Prices and taxes

The price of the Goods shall be the price set out in the Order Confirmation. Unless otherwise specified on the Order Confirmation, all prices confirmed by Seller are in British pounds sterling and are EXW Sellers’ facility in Energy Park Way, Grimsby DN31 2TT, United Kingdom (Incoterms® 2020) and do not include: any applicable sale, use or other taxes (such As Value Added Tax), or other governmental

charges imposed upon the production, shipment, sale or use of the Goods covered hereby (“**Additional Charges**”), all of which shall be paid by the Buyer to (i) the Seller upon issuance of an invoice by the Seller to the Buyer for any such Additional Charges, or (ii) to the relevant taxing authority, as required by the relevant taxing authority.

4. Payment terms

4.1. No payment shall be deemed to have been received until the Seller has received cleared funds. Payment is due by the date and in accordance with the payment terms and instructions stated on the Order Confirmation or Seller invoice (whichever date is the earlier) but Seller may require pre-payment of the price for the Goods and/or a letter of credit to be provided in accordance with Clause 4.4 and/or another form of security for payment before dispatch in the circumstances described in Clause 11.3 or otherwise at the Seller’s discretion. If neither the Order Confirmation nor Seller invoice nor any other arrangement between Seller and Buyer specifies a date by which payment must be made, payment in full will be due within 30 days of the date of receipt by Buyer of Seller’s invoice for the relevant Goods. Time for payment is of the essence. Seller shall be entitled to demand payment in full for the Goods without any withholding including for VAT or other forms of taxes, notwithstanding that ownership in any of those Goods has not passed from Seller to Buyer. Where a discount is granted in the Order Confirmation, such discount will only be allowed upon payment being made by the due date (or earlier date stated on the Order Confirmation for the purpose of obtaining the discount) and such discount may be rescinded or cancelled by Seller if payment is not made by the due date, in which case the full undiscounted amount shall be due from the Buyer.

4.2. Payments received will be credited against the oldest outstanding invoice plus any interest accrued thereon by reason of late payment. Seller may offset sums received from Buyer against any debt due to Seller from Buyer, irrespective of any purported appropriation or apportionment by Buyer. Buyer may not withhold payment of any invoice or other amount due to Seller by reason of any right of set-off, counterclaim, discount, deduction, withholding, abatement or otherwise which Buyer may have or allege to have or for any reason whatever.

4.3. If Seller does not receive any payment by the due date as set forth in above, Buyer shall pay to Seller as a late charge and not as a penalty interest on the unpaid balance from the due date until payment is actually received by Seller, at a rate equal to 10% per annum or the then-current statutory interest rate under English law, whichever is highest. The Buyer shall compensate the Seller for any currency losses suffered by the Seller as a result of the Buyer’s failure to pay on the due date for payment or where Buyer does not pay in the currency as quoted in the Order Confirmation.

- 4.4. In the circumstances described in Clause 11.3 or otherwise at Seller's discretion, Seller shall have the right prior to dispatch of the Goods to require Buyer to obtain and maintain an irrevocable letter of credit on behalf of Seller in a form satisfactory to Seller. The letter of credit shall be: (i) confirmed by a bank that is acceptable to Seller; (ii) in force for a minimum period of six (6) months; and (iii) in an amount equal to Seller's entire exposure under the Contract, including, without limitation, the price payable for the Goods (together with any tax or duty payable) and the risks associated with the Goods. The draw down procedures under the letter of credit shall be determined solely by Seller.

5. Collection

In the event that Seller retains a collection agency or other third party to collect any amount owed by Buyer, or institutes legal proceedings to collect such amount or to enforce any right related to the sale or purchase of the Goods, including enforcement of any security interest granted by Buyer, Buyer shall reimburse Seller for all collection agency and other third party fees and costs and all costs incurred by Seller in such legal proceedings, including, but not limited to, legal fees.

6. Delivery and risk of loss

- 6.1. Delivery dates quoted by Seller in a quote or on the Order Confirmation are the dates the Goods are forecasted by the Seller to be ready for shipment, and are given or accepted by Seller in good faith but are not guaranteed. Notwithstanding that the Seller may have failed to Deliver the Goods (or any portion thereof) promptly, the Buyer shall be bound to accept and to pay for the Goods in full, provided that Seller Delivers the Goods no later than ninety (90) days after the forecasted date included in a quote or on the Order Confirmation. Delays in the Delivery of the Goods may occur, and Buyer agrees that time is not of the essence for Delivery of the Goods.

The Buyer shall be responsible for all storage, insurance and other costs relating to Buyer's failure to accept Delivery and all such charges incurred by the Seller shall be paid by Buyer within 30 days of submission of an invoice. In addition, if Buyer fails to take Delivery of the Goods or fails to give the Seller adequate delivery instructions, documents, licenses or authorizations to enable the Seller to deliver at the time stated for Delivery then all risks in the Goods will pass to Buyer, the Goods will be deemed to have been delivered and without prejudice to any other right or remedy available to Seller, Seller may sell the Goods at the best price readily obtainable and (after deducting all the said storage, insurance, selling expenses, and other costs relating to Buyer's failure to comply with the Contract) issue a credit to Buyer for the excess over the Contract price or charge Buyer for any shortfall below the Contract price.

Unless otherwise specified on the Order Confirmation, the Delivery of all Goods shall be

EXW Sellers' facility in Energy Park Way, Grimsby DN31 2TT, United Kingdom (Incoterms® 2020), and risk of loss or damage to the Goods will pass to Buyer on Seller's Delivery of Goods for pickup by the carrier. Following Delivery, any claims for losses or damage shall be made directly by Buyer against the carrier. If the Order Confirmation specifies a term other than Incoterm 2020 EXW (for example, CPT or CIP), Delivery shall be in accordance with such Incoterm 2020, including the allocation of risk of loss or damage, and costs.

Seller may reject transports, containers or storage presented for loading/unloading/transfer or handling which, in Seller's sole discretion, would present an unsafe or potentially an unsafe situation.

For all Deliveries, Buyer is solely responsible for offloading or unloading all Goods. To the extent Buyer fails to offload or unload the entire quantity of Goods from the transport or container utilized for shipment (i) any residual or remaining Goods shall be deemed to have been abandoned by Buyer for the beneficial use or re-use by Seller, and will become the property of Seller when received and accepted by Seller at the place of origin; (ii) Buyer will not receive credit, payment or other consideration for any such residual or remaining Goods; and (iii) Buyer is solely responsible for the transportation of such residual or remaining Goods (including freight charges, shipping documents, and compliance with all laws related thereto) until received and accepted by Seller at the place of origin.

If the Seller or its carrier is unable for any reason to place the Goods on board ship or other form of transport upon their arrival at the port/place of shipment, a warehouse receipt for the Goods shall be treated as receipt of Buyer.

- 6.2 The Buyer shall accept Goods delivered by Seller which deviate from the agreed specification within manufacturing tolerances accepted in the trade, and weights or quantities varying by not more than 10% from the Contract weight or quantity, and shall pay, pro-rata for the actual weight or quantity delivered. The weight or quantity stated on Seller's packing list shall be conclusive evidence of the amount delivered to and received by Buyer except in cases of manifest error.

- 6.3 Each Delivery shall be treated as a separate Contract, and partial deliveries or delivery by instalments are permitted unless otherwise stated on Seller's Order Confirmation. Accordingly, failure to make any particular delivery, or any breach of Seller's obligations under a Contract relating thereto, shall not affect any remaining deliveries and shall not entitle Buyer to treat the Contract, the Order Confirmation related thereto, or any other Contract or Order Confirmation as cancelled or repudiated. In the event of separate Contracts under this Clause 6.3, each separate Contract shall be governed by these GTC.

- 6.4 Returnable packaging will be charged to Buyer, but if returned empty, clean, securely closed and in good condition within 30 days after receipt by Buyer, Seller will credit Buyer with the amount charged. Any special packaging requirements will incur a non-refundable additional charge. Buyer will comply with all applicable laws and regulations and with any return, disposal or other requirements stated on the Seller's Order Confirmation in relation to any packaging.

7. Seller's warranty

- 7.1 The Seller warrants that, upon Delivery, the Goods:
- (a) are sold with good title; and
 - (b) will, subject to Clauses 7.4 and 7.5 below, (i) comply in all material respects with the Seller's current published product data sheets or (ii) where there are no product data sheets, that they comply in all material respects (subject to the tolerances referred to in Clause 6.2 above) with any specification appearing on the Order Confirmation ("the Seller's Warranty") and (iii) are made with sound materials and workmanship to normal standards accepted in the man-made cellulose fiber industry.

The Seller's Warranty is given on the condition that any instructions (oral or written) of Seller relating to the Goods (including, but without limitation, their storage or use) and good trade practice are strictly complied with.

- 7.2 Buyer shall examine the Goods immediately upon receipt. Buyer shall immediately notify the Seller, and in any event within 10 days of receipt of Goods, of any incomplete or failed Delivery, or loss or damage during shipment. If the Goods otherwise fail to comply with the Seller's Warranty, Buyer must notify the Seller within 15 days after the date when Buyer became or ought reasonably to have become aware of the non-conformity, and in any event before the earlier of:
- (a) 6 months from the date of Delivery; and
 - (b) 30 days after the Goods have been used or put into process.

Buyer shall be treated as having waived all claims connected with the matter which should have been notified and deemed to have accepted the Goods and Seller shall have no liability whatsoever to Buyer in respect of those Goods if Buyer does not so notify Seller or makes any further use of such Goods after giving such notice.

- 7.3 Subject to Clause 7.2, if it is shown to the Seller's reasonable satisfaction that the Goods fail materially to comply with the Seller's Warranty or there was an incomplete or failed Delivery, or, where Delivery in accordance with the Order Confirmation is by an Incoterm 2020 specifying that Seller is responsible for carriage beyond Seller's facility set out in Clause

6.1, and loss or damage occurred during shipment, Seller shall be given a reasonable opportunity to correct such failure, and, if Seller does not or is unable to do so, Seller will, at the Seller's option, either refund the price of the Goods at the pro rata Contract rate (or, if the Goods have depreciated for reasons other than the Seller's default or have been used or put into process, a reasonable part of the net Contract price), or replace the Goods (or the defective part of the Goods) (if reasonably practicable) within a reasonable time, free of charge. Such correction, refund or replacement shall be Seller's sole liability in relation to any such failure. Replacement of the Goods are covered by these General Terms and Conditions, including the Seller's Warranty. Goods which are alleged not to comply with the Seller's Warranty shall as far as possible be preserved for inspection by Seller, and if replaced or if a refund is made shall be returned to the Seller (at the Seller's cost) if the Seller reasonably so requests. Buyer's sole and exclusive remedy for non-conforming Goods is the correction, refund or replacement specified in this Clause 7.3.

- 7.4 Clause 7.1 and the Seller's Warranty does not apply to seconds, remainder stock, samples, or to Goods sold as obsolete, sub-standard or waste, or to Goods sold or marketed as still in the testing phase (together, the "**Substandard and Testing Goods**"). For the avoidance of doubt, Clauses 7.2 and 7.3 do not apply to the Substandard and Testing Goods, except in respect of the circumstances of an incomplete or failed Delivery, or loss or damage during shipment as set out in Clause 7.3.
- 7.5 Seller reserves the right to amend the specification of the Goods, which amendment shall be applicable to all Goods not yet subject to an Order Confirmation, in particular if required by any applicable statutory, regulatory or governmental requirements.

8 DISCLAIMER OF WARRANTIES

- 8.1 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SELLER HEREBY DISCLAIMS AND EXCLUDES FROM THIS AGREEMENT ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS EXCEPT THOSE UNDER CLAUSE 7, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS ARISING THEREFROM. ALL STATEMENTS (WHETHER WRITTEN OR ORAL), DRAWINGS, PHOTOGRAPHS, SPECIFICATIONS AND ADVERTISING ISSUED BY SELLER AND ANY DESCRIPTIONS OR ILLUSTRATIONS CONTAINED IN THE SELLER'S CATALOGUES OR BROCHURES ARE ISSUED OR PUBLISHED FOR THE SOLE PURPOSE OF GIVING AN APPROXIMATE IDEA OF THE GOODS

DESCRIBED IN THEM. THEY WILL NOT FORM PART OF THE CONTRACT AND MAY NOT BE RELIED UPON BY BUYER. THIS IS NOT A SALE BY SAMPLE.

- 8.2** THE SELLER'S WARRANTY IS IN SUBSTITUTION FOR ANY OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS, LIABILITIES, RIGHTS, TERMS OR CONDITIONS (WHETHER THEY ARE EXPRESS OR IMPLIED, OR ARISE IN CONTRACT, TORT, COMMON LAW, STATUTE OR OTHERWISE, AND IRRESPECTIVE OF THE NEGLIGENCE OF SELLER, ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS) IN CONNECTION WITH THE GOODS (INCLUDING, WITHOUT LIMITATION, ANY RELATING TO CONDITION, PERFORMANCE, SATISFACTORY QUALITY, FITNESS FOR PURPOSE, CONFORMITY WITH DESCRIPTION OR SAMPLE, CARE AND SKILL OR COMPLIANCE WITH REPRESENTATIONS, BUT EXCLUDING IMPLIED STATUTORY WARRANTIES OR CONDITIONS RELATING TO TITLE), AND ALL SUCH WARRANTIES, OBLIGATIONS, REPRESENTATIONS, LIABILITIES, RIGHTS, TERMS OR CONDITIONS ARE TO THE FULLEST EXTENT PERMITTED BY LAW HEREBY EXPRESSLY EXCLUDED AND BUYER HEREBY ACKNOWLEDGES THAT IT SHALL HAVE NO CLAIMS ARISING THEREFROM. TO THE FULLEST EXTENT PERMITTED BY LAW THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHICH EXTEND BEYOND THE EXPRESS WARRANTIES SET OUT UNDER **CLAUSE 7**.

9 LIMITATION OF LIABILITY

- 9.1** TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND WITHOUT PREJUDICE TO ANY OTHER LIMITATION OF THE SELLER'S LIABILITY (WHETHER EFFECTIVE OR NOT):

A) IN NO CIRCUMSTANCES WHATEVER SHALL SELLER BE LIABLE (IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, AND IRRESPECTIVE OF ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF SELLER OR ITS AFFILIATES, OR ITS OR ITS AFFILIATES' EMPLOYEES, AGENTS OR SUB-CONTRACTORS) FOR ANY:

- (I) LOSS OF GOODWILL, BUSINESS OR REVENUE OR ANTICIPATED SAVINGS;
- (II) LOSS OF USE;
- (III) LOSS OF REPUTATION;
- (IV) LOSS OF PROFITS OR ANTICIPATED PROFITS OR USE OR COSTS;

(V) EXPENSES INCURRED BY BUYER (INCLUDING ANY LEGAL COSTS AND EXPENSES) IN ATTEMPTING TO ENFORCE ANY OF ITS RIGHTS UNDER THIS CONTRACT;

(VI) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER (HOWSOEVER CAUSED) WHICH ARISE OUT OF OR ARE IN CONNECTION WITH THE GOODS OR THE CONTRACT;

(VII) ANY DAMAGES OR LOSSES (DIRECT, INDIRECT OR CONSEQUENTIAL) ARISING OUT OF OR RELATED TO BUYER'S RESALE, OR INTENDED RESALE, OF THE CONTRACTED GOODS (OR OTHER GOODS OR SERVICES INCORPORATING, OR RELIANT ON, THE CONTRACTED GOODS) TO A THIRD PARTY;

(VIII) ANY THIRD PARTY CLAIMS, IN CONNECTION WITH THE GOODS, SUBSTANDARD AND TESTING GOODS OR THE CONTRACT, ESPECIALLY BUT NOT LIMITED TO CLAIMS FOR INJURY TO PERSON OR PROPERTY; OR

(IX) ANY LIABILITY FOR BUYER'S INABILITY TO OBTAIN SUBSTITUTE GOODS IN THE MARKET,

IN EACH CASE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL.

B) SELLER'S TOTAL AGGREGATE LIABILITY ARISING UNDER, OUT FOR OR IN CONNECTION WITH THE GOODS AND/OR THE CONTRACT (IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE AND WHETHER OR NOT RELATED TO ANY BREACH OF STATUTORY DUTY, MISREPRESENTATION, NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF SELLER OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS INCLUDING BUT WITHOUT LIMITATION NEGLIGENCE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT), IS LIMITED TO THE NET CONTRACT PRICE FOR THE GOODS CONCERNED EXCLUDING ALL ADDITIONAL CHARGES, VAT AND ALL OTHER DUTIES FEES OR TAXES AND ALL COSTS OR CHARGES IN RELATION TO TRANSPORT AND INSURANCE.

- 9.2** TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND WITHOUT PREJUDICE TO THE SELLER'S WARRANTY, BUYER'S SOLE REMEDY SHALL BE IN DAMAGES AS SET FORTH ABOVE.

9.3 NO ACTION MAY BE BROUGHT AGAINST SELLER IN CONNECTION WITH THE GOODS OR THE CONTRACT UNLESS PROCEEDINGS ARE ISSUED AGAINST SELLER WITHIN ONE YEAR AFTER BUYER BECAME OR OUGHT TO HAVE BECOME AWARE OF THE CIRCUMSTANCES GIVING RISE THERETO OR WITHIN THE APPLICABLE STATUTORY STATUTE OF LIMITATIONS IF IT CANNOT BE CHANGED BY INDIVIDUAL AGREEMENT.

9.4 NOTHING IN THE CONTRACT SHALL OPERATE TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR ANY OF THE FOLLOWING:

- A) DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS;
- B) FRAUD OR FRAUDULENT MISREPRESENTATION;
- C) BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979;
- D) DEFECTIVE PRODUCTS UNDER THE CONSUMER PROTECTION ACT 1987; OR
- E) ANY OTHER MATTER FOR WHICH LIABILITY MAY NOT BE LIMITED OR EXCLUDED ACCORDING TO LAW.

9.5 TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SELLER SHALL NOT BE LIABLE, IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, AND IRRESPECTIVE OF THE NEGLIGENCE OF SELLER, ITS AGENTS OR EMPLOYEES, FOR ANY REPRESENTATIONS, ADVICE OR ASSISTANCE GIVEN (UNDER THE CONTRACT OR OTHERWISE, AND WHETHER BEFORE OR AFTER THE DATE OF THE CONTRACT) BY OR ON BEHALF OF SELLER IN CONNECTION WITH THE GOODS OR THE CONTRACT, UNLESS AND THEN ONLY TO THE EXTENT THAT SELLER HAS MADE SUCH REPRESENTATIONS, AND/OR AGREED TO PROVIDE SUCH ADVICE OR ASSISTANCE, FOR A FEE UNDER A SEPARATE WRITTEN CONTRACT WITH BUYER.

10 Force Majeure and other conditions

10.1 Neither party shall be liable to the other party for any breach or damages of any kind in the event that its failure to comply with the Contract (other than an obligation to pay sums due) relates to any circumstances whatever (whether or not involving that party's negligence) which are beyond that party's reasonable control and which prevent, restrict or delay that party from complying with the Contract ("**Force Majeure Event**"), including but not limited to:

- (a) a delay in the granting of any license(s) or a revocation of licenses required for the Goods in whatever manner; or
- (b) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; or
- (c) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Seller, or of a third party); or
- (d) difficulties or delays in obtaining raw materials, labor, fuel, power, parts or machinery; or
- (e) an act of God, including but not limited to, war, terrorism, riot, civil commotion, cybercrime attacks and its consequences, malicious damage, breakdown of plant or machinery, natural disasters, extreme adverse weather conditions, default of suppliers or subcontractors, fire, plague, epidemic, pandemic, quarantine restriction, (including any requirements, advice, instructions, policies, codes or guidance in relation to any epidemic or pandemic issued by any governmental authority, regulator or other public body), or perils of the sea.

10.2 Seller may suspend or terminate (in whole or in part) its obligations under the Contract without liability of any kind to Buyer, if, due to any circumstances whatever beyond Seller's reasonable control

- (a) the Seller's reasonable ability to manufacture, supply, deliver, or acquire materials for the production of the Goods by the Seller's normal means is materially impaired (whether or not involving Seller's negligence); or
- (b) a significant collapse of the market and the demand for the Goods occurs, so that it would be reasonably uneconomic for Seller to continue its obligation to perform.

10.3 In the event of a Force Majeure Event as set forth in Clause 10.1 or the circumstances described in Clause 10.2 above, the affected party will give the other party a written notice of the existence of such circumstances, the nature of the event and its expected duration. Either party may choose to terminate the Contract (or any part of it), without any liability, if the period of delay or non-performance due to the Force Majeure Event continues for at least sixty (60) days.

11 Termination and suspension

11.1 No order which has been accepted by Seller may be cancelled or postponed by Buyer except with Seller's agreement in writing and on terms that Buyer shall indemnify Seller in full and on demand against all loss, costs (including all labor and materials used), damages, charges and expenses

incurred by Seller as a result of the cancellation or postponement.

11.2 Seller may (without prejudice to its other rights or remedies) terminate or suspend Seller's performance of the whole or any outstanding part of the Contract in the circumstances described in Clause 11.3 without any liability and in the circumstances described in Clause 11.3.(a) to (c) (inclusive) all sums outstanding from Buyer to Seller on any Contract or other contract between Seller and Buyer shall become payable immediately and/or Seller may exercise any of its rights pursuant to Clause 12. In the circumstances described in Clause 11.3.(d) the Seller may, by giving notice to the Buyer at any time up to 5 business days before Delivery increase the price of the Goods to reflect the amount by which the production costs exceed the purchase price for the Goods in the Order Confirmation. Seller may also suspend deliveries while investigating any claim relating to prior shipments (under any Contract or other contract between Seller and Buyer) of Goods.

11.3 The relevant circumstances are if:

- (a) Buyer fails to take delivery of the Goods by the date required under Clause 6.1. or fails to pay for the Goods by the due date or breaches any other term of the Contract or does not comply with the requirements of Seller's export insurance or any other insurance applicable to the Contract or any other contract for the sale or purchase of goods or services between Buyer and Seller; or
- (b) (i) any distress or execution (whether legal or equitable) shall be levied upon any of Buyer's goods or property or obtained against him/it or (ii) Buyer encumbers, pledges, or in any way charges by way of security for any indebtedness any of the Goods which are the property of Seller or (iii) if Buyer offers to make any arrangement or composition with its creditors or (iv) Buyer becomes bankrupt or insolvent or unable to pay its debts as they fall due, or (v) if a receiver, administrator, administrative receiver or manager or encumbrancer takes possession of or shall be appointed over the whole or any part of Buyer's business or assets, or (vi) Buyer convenes a meeting of creditors (whether formal or informal), or (vii) Buyer enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or (viii) any resolution or petition to wind up Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or for the granting of an administration order in respect of the Buyer or (ix) Buyer is

unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (x) Buyer ceases or threatens to cease to carry on business or (xi) Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly or Buyer suffers any analogous proceedings under foreign law; or

- (c) Seller has reasonable grounds for suspecting that an event in Clause 11.3(b) has occurred or will occur, or that Buyer will not pay for the Goods on the due date, and so notifies Buyer; or
 - (d) Seller's production costs (including costs of all labor and materials used) in relation to the Goods specified in any Order Confirmation materially exceed the purchase price agreed with Buyer in such Order Confirmation for such Goods.
- 11.4** In addition, Seller shall have the right, by notifying Buyer, to suspend deliveries under the Contract and/or any other contract the Seller may have with Buyer (even though Buyer is not in arrears with any payment) if Seller considers that the amount outstanding in the account of Buyer (whether actually due for payment or not) has reached the limit to which Seller is prepared to allow credit to Buyer, whether or not such limit has been notified to the Buyer.
- 11.5** If Buyer provides Seller with payment of outstanding amounts and/or pre-payment of or other security for the Contract price, reasonably acceptable to Seller, within 3 working days after a notice has been given under Clause 11.3.(c) or 11.4, Seller shall withdraw the notice.

12 Risk and title

- 12.1** Risk in the Goods shall pass to Buyer upon Delivery as specified in Clause 6.1 above.
- 12.2** However, Seller shall retain ownership of the Goods until the earliest of the following events occurs:
- (a) Seller has received payment in full in cleared funds of all sums due to it for: (i) all the Goods supplied; and (ii) all other sums which are or which become due to Seller from Buyer on any account, in each case including all Additional Charges, VAT or other forms of taxes; or
 - (b) Buyer mixes or processes the Goods so that they lose their identity or are irrecoverably incorporated in or mixed with other goods; or
 - (c) An unrelated third party purchases the Goods from Buyer at arm's length in good faith.
- 12.3** Until ownership of the Goods passes to Buyer, Buyer must:

- (a) maintain them in satisfactory condition and insure them on Seller's behalf but at Buyer's cost against all risks to full replacement value to the reasonable satisfaction of Seller;
- (b) hold the proceeds of any such insurance referred to in Clause 12.4.(a) in trust for Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
- (c) sell, use or part with possession of the Goods (to the extent not prohibited by the Contract) only in the ordinary course of trading (with any such sale being a sale of Seller's property on Buyer's own behalf and Buyer shall deal as principal when making such a sale);
- (d) hold the Goods as the Seller's fiduciary agent;
- (e) where reasonably possible keep each Delivery separate from all other goods of Buyer or any third party in its possession and marked in such a way that they are clearly identified as Seller's property; and
- (f) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.

Buyer will be responsible for compliance with all laws and regulations applicable to the Goods once the Goods have been delivered by Seller in accordance with the Contract, including, without limitation, those related to operations, safety, maintenance, equipment, size and capacity, and pollution prevention.

In the circumstances described in Clause 11.3.(a) to (d), Buyer's right to sell, use or part with possession of the Goods shall terminate immediately, and Seller may recover, sell and/or require Buyer to deliver up the Goods and Buyer grants the Seller, its agents and employees an irrevocable license at any time to enter Buyer's premises for that purpose or to inspect the Goods, without prejudice to Seller's other remedies. This obligation shall survive termination of the Contract.

- 12.4** Buyer shall not pledge or subject the Goods to any lien or encumbrance or in any way charge by way of security for any indebtedness any of the Goods which are the property of Seller.

13 Safety conditions

Buyer acknowledges the hazards associated with the handling, unloading, discharge, storage, transportation, use, disposition, processing, admixture, or reaction (the "**Use**") of the Goods supplied under the Contract and assumes the responsibility of advising those of its employees, agents, contractors and customers in connection with such Use of the hazards to human health or human or environmental safety, whether such Goods are used singly or in combination with other substances or in any processes or otherwise. In the

event that Buyer is provided a Material Safety Data Sheet ("**MSDS**") by Seller for the Goods, Buyer specifically agrees that it shall advise all of its employees, agents, contractors and customers who will Use the Goods of the MSDS, and any supplementary MSDS or written warnings that it may receive from Seller from time-to-time.

14 Indemnification and third party claims

- 14.1** To the extent not otherwise prohibited by law, Buyer shall fully indemnify, defend and hold Seller, or as the case may be, any other company within the Lenzing Group (i.e. any entity controlled by controlling or under common control with Lenzing Aktiengesellschaft) and their respective officers, directors, employees and agents (each "an indemnified party") harmless from and against any loss, claim, injury or liability whatsoever (including but not limited to product liability cases):
- (a) resulting from any usage of Seller's or any Lenzing name, brand, logo or the Goods including the Lenzing Trademarks by Buyer;
 - (b) Buyer's breach of any of the obligations of these General Terms and Conditions of Sale, any contract or any applicable laws or violation of any third party rights; or
 - (c) the use, sale, marketing, or manufacturing of any goods or services of Buyer, including those goods and services that incorporate the Goods,

other than to the extent such liability arises directly out of the breach, negligent performance or failure in performance of the Contract by Seller.

- 14.2** The indemnified party shall notify Buyer of any relevant claim, shall comply with Buyer's reasonable requirements to minimize liability and/or avoid further liability, and shall allow Buyer control of any action and/or settlement negotiations, on reasonable terms. Buyer shall not enter into any agreed judgment or settlement agreement that imposes liability on Seller or any indemnified party without the prior written authorization of Seller or the indemnified party, as applicable.

15 Trademarks

The Buyer acknowledges that Lenzing Aktiengesellschaft (or its nominee) is the sole and exclusive owner of any and all trade marks and trade names, service marks, trade logos, brands and trade dress or any abbreviations or variation thereof and any other commercial protected rights applied to or used by the Seller in any manner (collectively the "**Lenzing Trade marks**") and Buyer acquires no rights whatsoever to the Lenzing Trademarks. The Buyer agrees not to register or use or have any third party register or use any mark(s) that are the same as or similar to any of the Lenzing Trade marks and will assign and transfer to Lenzing Aktiengesellschaft all rights that Buyer may acquire in and to the Lenzing Trade marks, whether by operation of law or otherwise. Buyer shall not use any trade marks or trade names applied to or used by the Seller in any manner not approved by the Seller in

writing in advance, however any approval for Buyer's use of any Lenzing Trademarks shall be made pursuant to a trademark license agreement executed separately by and between the Buyer and the Seller and/or Lenzing Aktiengesellschaft. Notwithstanding the foregoing, Lenzing Aktiengesellschaft, by and through Seller acting on its behalf, grants to Buyer the limited license set forth in Annex ./1.

16 Miscellaneous

- 16.1** The Contract or any part of it may not be assigned by Buyer without the Seller's prior written consent. Seller may assign, license or sub-contract all or any part of its rights and obligations under the Contract to any person, firm or company.
- 16.2** The Contract shall not be construed to create the relationship of employer or employee, partnership, principal/agent or any type of joint venture relationship, between and among the parties. No party shall have the authority to contract for or assume obligations of any kind in the name of the other party without that other party's prior written consent.
- 16.3** No failure or delay by Seller to enforce or partially enforce any provision of the contract shall be construed as a release of its rights relating thereto or to sanction any further breach.
- 16.4** The Contract constitutes the entire understanding of the parties with respect to the transactions contemplated in the Order Confirmation, and supersedes and replaces all prior agreements and understandings, written and oral, among the parties with respect thereto.
- 16.5** If any provision of the Contract and/or these General Terms and Conditions of Sale is found to be illegal, invalid or unenforceable in whole or in part either under enactment or rule of law, it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted and the legality, validity and enforceability of the remaining provisions of the Contract and/or these General Terms and Conditions shall not be affected.
- 16.6** Any variation of these General Terms and Conditions (including any special general terms and conditions agreed between the parties) shall be inapplicable unless agreed in a signed writing by Buyer and Seller.
- 16.7** Each right or remedy of Seller under the Contract is without prejudice to any other right or remedy of Seller whether under the Contract or not.
- 16.8** Any waiver by Seller of any breach of, or any default under, any provision of the Contract by Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 16.9** Buyer shall not refer to Seller by name or otherwise on any website, or in any proposed media releases or public announcements relating to the Contract or the subject matter of the Contract, including, without limitation, promotional or marketing material (but not

including any announcement solely for internal distribution or any disclosure required by legal, accounting or regulatory authorities beyond the reasonable control of the party).

- 16.10** The provisions of Clauses 1, 2, 3, 5, 6, 7 (with respect to Goods delivered prior to termination), 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive termination of the Contract.
- 16.11** It is agreed that the Contract is not being entered for the benefit of any third party and nothing in the Contract shall confer on any third party any right to enforce or any benefit of any term of the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise, save that the indemnified parties under Clause 14 shall be entitled to enforce the terms of Clause 14. No third parties' consent shall be required to amend or vary the Contract.

17 Compliance with laws

- 17.1** If any license or consent of any government or other authority is required for the acquisition, carriage or use of the Goods by Buyer, Buyer will obtain the same at its expense, and if necessary, provide evidence of the same to Seller on request. Failure to do so will entitle Seller to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by Seller resulting from such failure will be paid for by Buyer within ten (10) days of receipt of Seller's written request.
- 17.2** Except as permitted under English law, the Goods will not be sold, supplied or delivered by Buyer directly or indirectly to any party or destination that, at the time of such sale, supply or delivery, is declared a sanctioned/embargoed/restricted party or destination by the European Union, the governments of the United States of America or the United Kingdom, or by the United Nations. Buyer confirms that it is not sanctioned/embargoed/restricted by OFAC, the United Kingdom government or EU Regulations. Within two (2) days after Seller's request, Buyer will provide Seller with appropriate documentation to verify the final destination of any Goods delivered hereunder.
- 17.3** Buyer represents, warrants and undertakes that it complies with all applicable anti-money laundering laws and regulations and associated rules and regulations (in force from time to time).
- 17.4** Buyer represents, warrants and undertakes that it is not aware and has absolutely no reason to suspect that the money used for payment has been or will be derived from or related to any money laundering or other activities deemed illegal under applicable laws or regulations or otherwise prohibited under any international convention or agreement and Buyer agrees to promptly provide Seller with all information that Seller reasonably requests in order to comply with all applicable laws and regulations relating to anti-money laundering.

18 Governing law

The Contract, these General Terms and Conditions, and all non-contractual obligations arising from or connected therewith shall be governed by and construed in accordance with the law of England without respect to its conflicts of law rules. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

Buyer and Seller irrevocably agree that the English courts shall have non-exclusive jurisdiction to deal with any disputes arising out of or in connection with the Contract, these General Terms and Conditions, and all non-contractual obligations arising from or connected therewith, and that, accordingly, any proceedings arising out of or in connection with the Contract, these General Terms and Conditions, and all non-contractual obligations arising from or connected therewith may be brought in the English courts.

All disputes or claims arising out of or in connection with this Contract including disputes relating to its validity, breach, termination or nullity may upon Seller's sole decision also be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the rules. The seat and place of arbitration shall be in London. The language of the arbitral proceedings shall be English.

19 Language

These General Terms and Conditions are made in the English language. If these General Terms and Conditions have been translated to a different language than the English language and differences of meaning and interpretation should occur, the English language version shall be the governing language of these General Terms and Conditions.

20 Brexit

- 20.1** If a Brexit Trigger Event occurs, Seller may require Buyer to negotiate in good faith an amendment to the Contract to alleviate the Brexit Trigger Event, and if no such amendment is made to the Contract within thirty (30) days, Seller may terminate the Contract by giving thirty (30) days' written notice to Buyer.
- 20.2** For the purposes of this Clause 20, a "Brexit Trigger Event" means any of the following events if caused by the UK ceasing to be a member state of the European Union and/or ceasing to be subject to all or part of the transition or implementation arrangements provided for by Part 4 of the withdrawal agreement between the UK and the European Union negotiated under Article 50(2) of the Treaty of the European Union which sets out the arrangements for the UK's withdrawal from the European Union (as such arrangements are extended from time to time) or any discussions, proposals, negotiations or any other steps taken by the UK government or a body in any other jurisdiction in anticipation of or related to preparation for such cessation:

- 20.2.1 an adverse impact on Seller's ability to perform the Contract in accordance with its terms and the applicable law;
- 20.2.2 an increase in the costs incurred by Seller in performing the Contract of at least five (5)% since the price for the Goods was last agreed; or
- 20.2.3 the price of the Goods under the Contract is at least five (5)% lower than the market value for similar products.

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Annex ./1

1 Limited License

- 1.1** Lenzing Aktiengesellschaft, Werkstraße 2, A-4860 Lenzing, Austria, is the owner of the word trademark "LENZING" (the "**Licensed Trademark**"). The Licensed Trademark is registered in more than 145 countries around the globe, but not in every single country worldwide, and it is registered for various goods and services.
- 1.2** Effective as of Delivery (as defined in the General Terms and Conditions), Lenzing Aktiengesellschaft, by and through Seller acting on its behalf, grants to Buyer a limited license to use the Licensed Trademark as set forth in the following provisions.
- 1.3** Lenzing Aktiengesellschaft grants to Buyer a non-exclusive, non-transferable, non-sublicensable and royalty free license to use the Licensed Trademark as a part of the denomination of the type of fiber used by Buyer for its fiber and filament products (such as "LENZING™ Modal" or "LENZING™ Lyocell"), provided however that such products of Buyer consist of at least 30% (thirty percent) of the relevant Goods (as defined in the General Terms and Conditions), and that such use of the Licensed Trademark is accurate and not misleading; such right to use the Licensed Trademark hereinafter also referred to as the "**License**". Within the limitations set forth herein, the License is geographically limited to those countries where the Licensed Trademark is registered.
- 1.4** Buyer shall use the Licensed Trademark in the form of capital letters and in conformity with the branding guidelines made available at brandingservice.lenzing.com. In addition, within such use of the Licensed Trademark, Buyer shall observe any reasonable directions given by Lenzing Aktiengesellschaft. Any use beyond this is expressly prohibited. In particular, but not limited to, Buyer shall not use the Licensed Trademark as any sort of seal of quality or seal of approval or create any impression that the Licensed Trademark would constitute any sort of seal of quality or seal of approval and Buyer shall by no means create the impression that Lenzing Aktiengesellschaft would be the producer of any products which contain the Goods. Buyer shall not have this License registered with any trademark register.
- 1.5** The ownership of the Licensed Trademark and goodwill associated therewith resides with and vests in and will reside with and vest in Lenzing Aktiengesellschaft and Buyer acknowledges that Lenzing Aktiengesellschaft has valuable rights in and to the Licensed Trademark. Apart from as explicitly set forth herein, nothing herein shall be construed as assigning, transferring or granting any right, title or interest in the Licensed Trademark. Buyer shall not register or have any third party register the Licensed Trademark or any sign similar to the Licensed

Trademark with any registration authority whatsoever or wherever.

- 1.6** Any use of the Licensed Trademark, even if in countries where the Licensed Trademark is not registered, shall inure to the sole benefit of Lenzing Aktiengesellschaft. In case Buyer acquires any rights whatsoever with respect to the Licensed Trademark triggered by its use, Buyer shall assign any such rights to Lenzing Aktiengesellschaft without being entitled to any remuneration whatsoever.
- 1.7** Upon Lenzing Aktiengesellschaft's reasonable request, Buyer shall provide Lenzing Aktiengesellschaft with proof of the proper use of the Licensed Trademark, including by providing copies of promotional materials, sales documents, and other appropriate documents.
- 1.8** Buyer agrees that any products Buyer may sell or provide in conjunction, or associated, with any Licensed Trademark shall be of a quality sufficient to protect the goodwill and reputation associated with Lenzing Aktiengesellschaft and the Licensed Trademark. To this end, Lenzing Aktiengesellschaft shall have the right to inspect and approve or reject any uses of the Licensed Trademark in conjunction with any products. Lenzing Aktiengesellschaft shall be entitled to test samples of the products at reasonable intervals during the term of the respective License to assess Buyer's compliance with all terms and obligations as set forth herein and in order to test the quality of the products. For the purpose of such testing, upon Lenzing Aktiengesellschaft's reasonable request, Buyer shall provide Lenzing Aktiengesellschaft or Lenzing Aktiengesellschaft's representatives samples of any product sold or provided in conjunction, or associated, with any Licensed Trademark, and the information and documents reasonably necessary for such review.
- 1.9** Buyer covenants and agrees that: (i) it will not misuse or bring into disrepute the Licensed Trademark; (ii) for the entire period the Licensed Trademark enjoys legal protection it will not use any other mark, logo, trade name or trade mark similar to or resembling any part of the Licensed Trademark so as to cause a likelihood of confusion, deception or mistake; and (iii) it will comply with all applicable laws relating to its display and use of the Licensed Trademark (including but not limited to any applicable textile labelling laws or regulations).
- 1.10** Lenzing Aktiengesellschaft assumes no warranty or liability whatsoever with regard to the licensing of the Licensed Trademark.
- 1.11** This License shall come into force upon Delivery (as defined in the General Terms and Conditions) and be granted until the earlier of (a) Buyer's sale of the Goods or (b) Lenzing Aktiengesellschaft terminates the License with 4 weeks' notice.
- 1.12** The right to terminate this License for good cause with immediate effect remains unaffected. Reasons entitling Lenzing Aktiengesellschaft to terminate this License with immediate effect are in particular, but

not limited to (i) any breach of Buyer's obligations under this License or the General Terms and Conditions; (ii) any use of the Licensed Trademark on or in connection with products of which the Goods do not consist of at least 30% of the materials in the product; (iii) any act or behavior of Buyer which in the sole discretion of Lenzing Aktiengesellschaft is detrimental to the reputation of the Lenzing Aktiengesellschaft or to the reputation or goodwill of the Licensed Trademark. Unless prohibited by mandatory statutory provisions, this License may further be terminated with immediate effect at any time by Lenzing Aktiengesellschaft if Buyer becomes subject of any bankruptcy, winding-up or liquidation proceedings, or other proceedings analogous in purpose or effect. Upon termination of this License, Buyer shall immediately cease to use the Licensed Trademark.

- 1.13** Any use of the Licensed Trademark otherwise than as set forth herein or any use of any other trademark owned by Lenzing Aktiengesellschaft shall require a separate license agreement.
- 1.14** Section 30 of the Trade Marks Act 1994 shall not apply to the License and Lenzing Aktiengesellschaft shall be entitled at its sole and absolute discretion to take, or not to take, any steps with respect to infringement of the Licensed Trademark.
- 1.15** This Annex shall be viewed as part of the General Terms and Conditions and shall be interpreted and construed as being a single instrument. The Governing Law provision (Paragraph 18), as well as the Miscellaneous provision (Paragraph 16) of the General Terms and Conditions shall apply to this Annex and are incorporated herein by reference.