

General Terms and Conditions of Purchase of Morgan Advanced Materials Haldenwanger GmbH

I Scope

These terms and conditions of the Morgan Advanced Materials Haldenwanger GmbH, hereinafter referred to as – Customer - , shall apply for all agreements concerning the supply of goods between the Customer and the Supplier. They apply likewise for all future business relations. Unless expressly accepted, aberrant terms and conditions of the Supplier are without obligation for the Customer.

II Order and order acknowledgement

The Customer's purchase order shall be deemed accepted if not rejected in writing by the Supplier within two weeks following the date of its dispatch. The Customer shall not accept any modification of stipulations in deliveries, offers or catalogues unless they are made known to him in writing by the Supplier.

III Period of Delivery

The period of delivery or performance stated in the purchase order are binding for the Supplier. If the Supplier falls behind schedule, the Customer shall be entitled to enforce his legal claims. The Supplier shall notify the Customer immediately by e-mail or fax about any recognizable delay of a shipment or performance, stating cause and duration of the delay. To compensate for the delay the Customer can require the Supplier to choose the fastest possible method of dispatch without any surcharge. If the agreed date of delivery or performance is delayed as a result of circumstances for which the Supplier is responsible, the Customer shall be entitled to demand a contractual penalty for every week delayed or part thereof in the amount of 1%, at most 10% of the total value of the purchase or call-off order.

IV Prices, invoices and conditions of payment

Unless otherwise agreed in writing, the price given by the Customer in the purchase order is binding and includes free delivery. No price increase shall be accepted without prior written acceptance by the Customer. The acceptance of quantities exceeding of falling below the agreed order quantity remains reserved. The Supplier must state the Customer's order number on all invoices. If it has been agreed that the Supplier must provide inspection and/or quality certificates or other documents, the delivery

and performance according to this agreement shall only be deemed completed upon receipt of all such documents by the Customer. The Supplier shall submit the completed and duly signed certificates of origin as requested by the Customer at the latest together with the invoice. The same applies accordingly for Value Added Tax Certificates in case of deliveries abroad and intra-Community supply of goods of performance. The Customer shall pay within ten workdays upon shipment of the goods by the Supplier and receipt of the invoice minus 3% cash discount or strictly net within 30 days. This shall not apply if other provisions have been agreed in writing. The Supplier is not entitled to assign claims arising from the agreement to third parties without prior written consent by the Customer.

V Property

Any and all documents pertaining to an offer or the purchase order, including the know-how embodied therein, remain property of the customer, who reserves all titles in ownership and copyright. Without the customer's permission in writing no documents may be disclosed to third parties. In the event that a purchase order does not materialize, the Supplier shall immediately return all documents to the Customer. The Supplier shall use tools made available to him by the Customer expressly for the goods ordered by the Customer. After completion of the order he shall return such tools to the customer at his own cost and without delay.

VI Delivery and dispatch

Deliveries are to be made according to the purchase order at the agreed delivery dates. The Supplier must comply with the shipping instructions of the customer and his forwarder or carrier. The customer's order number and the weight and the type of packaging must be indicated on every shipping advice and delivery note. Delivery Monday through Thursday from 08:00 – 15:00h, Friday 08:00 – 12:00h

VII Warranty/Liability

The Supplier shall indemnify the Customer on first demand against any and all third party claims made against the Customer for damage, violation of third parties' property rights or damage caused by product for which the Supplier is liable. This includes all additional cost the defence against the claims. The Supplier shall provide free of charge replacement for defective delivery, or at the Customer's choice, grant a price reduction or

remedy the defect. In case of special urgency the Customer is entitled to remedy the defect himself or obtain a replacement from elsewhere at Supplier's cost. The limitation period for warranty and guarantee claims is three years from the date of delivery.

VIII Miscellaneous

The Supplier agrees to treat the purchase agreement as confidential. He may not refer to this order for promotional purposes without prior approval by the Customer. The Supplier shall notify the Customer immediately if his

delivery/Performance in whole or in part is subject to import or export restrictions according to German or other law. Place of fulfilment for delivery and performance is the usage locations. Place of performance for payment is the registered office of the Customer. Unless stipulated otherwise in these conditions of purchase, the statutory provisions of the Federal Republic of Germany are applicable. Place of jurisdiction is the registered office of the Customer. Should one of the stipulations of these conditions of purchase become ineffective or unenforceable, this shall not affect the validity of the remaining contract.

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