

General Terms and Conditions (GTC)

for Sales and Delivery Conditions of Newchem GmbH (as of October 2025)

We thank you for your order and will fulfill your purchase with the diligence of a prudent merchant. The following sales and delivery conditions serve the purpose of ensuring a clear and binding basis for both our customers and ourselves in the handling of various business transactions.

The following provisions constitute the General Terms and Conditions (GTC) of Newchem GmbH and govern our sales and delivery conditions. They apply to all contracts, deliveries, and services of Newchem GmbH exclusively with entrepreneurs within the meaning of § 1 UGB. Consumers within the meaning of the Austrian Consumer Protection Act (KSchG) are excluded.

1. VALIDITY AND BINDING NATURE

All offers, sales, and deliveries are made exclusively on the basis of these General Terms and Conditions (GTC). Deviating or conflicting purchasing conditions of the buyer shall not apply, even if we do not expressly object to them.

Side agreements, supplements, or amendments are only effective if confirmed by Newchem GmbH in writing or in text form (e.g., by e-mail).

Should individual provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

2. OFFERS AND CONCLUSION OF CONTRACT

Our offers are non-binding. A contract is only concluded upon our written order confirmation (e-mail sufficient) or by execution of the delivery. Deviations, supplements, or verbal commitments shall only be effective if confirmed by us in writing.

3. PERFORMANCE AND TRANSFER OF RISK

Unless expressly agreed otherwise, delivery shall be made on the basis of Incoterms® 2020. By default, the clauses DAP or EXW apply. For EXW sales, the risk of accidental loss or deterioration of the goods passes to the buyer upon provision and notification of readiness for collection by Newchem GmbH. For DAP sales, risk passes only upon provision of the goods at the agreed destination.

Transport insurance will only be taken out if expressly agreed in writing; costs shall be borne by the buyer.

4. PRICES

Our price lists and offers are subject to change and non-binding. Billing is based either on the Newchem GmbH price lists valid at the time of contract conclusion or on prices individually agreed with the buyer, provided these were confirmed in writing or in text form.

Unless expressly agreed otherwise, all prices are net, exclusive of VAT, duties, charges, and public levies, and include customary packaging.

Transport aids (e.g., pallets) are charged separately and remain the property of the buyer. Return to Newchem GmbH is excluded.

We reserve the right to reasonably adjust both price lists and individually agreed prices if significant cost increases occur after conclusion of the contract – in particular for raw materials, energy, logistics, or transport costs. Price adjustments are made transparently in accordance with the actual cost increase.

5. PAYMENT

Invoices are payable net immediately upon receipt, unless expressly agreed otherwise. Any discount deduction requires a separate written agreement. Payments are deemed made only once we have final access to the amount.

The buyer is in default without reminder once the agreed payment term is exceeded. In the event of default, we are entitled to charge statutory default interest pursuant to § 456 UGB (9.2 percentage points above the base rate) as well as reminder and collection costs.

If, after conclusion of the contract, circumstances become known which are likely to significantly impair the buyer's solvency or creditworthiness, we are entitled, at our discretion:

- to declare all outstanding invoices immediately due, regardless of their maturity,
- to withhold outstanding deliveries or execute them only against advance payment,
- or to make delivery conditional upon the provision of appropriate security.

Offsetting against our claims is only permissible with legally established or acknowledged counterclaims. The buyer has a right of retention only if it is based on the same contractual relationship.

We are entitled to demand advance payment or adequate securities from new customers, in international transactions, for special orders, or in cases of justified doubts about the buyer's solvency.

6. DELIVERY TIMES

Delivery periods or dates stated in offers or price lists are generally non-binding. Binding are solely the delivery dates stated in our written order confirmation, unless expressly designated as "approximate" or "estimated."

Delays due to circumstances beyond our control – in particular force majeure, government measures, raw material shortages, production disruptions, supplier bottlenecks, or delays by logistics/transport providers – reasonably extend delivery periods. The buyer may withdraw from the contract if a binding delivery date is substantially exceeded, he has granted us a reasonable grace period, and this has expired unsuccessfully. Fixed-date transactions shall only be deemed agreed if expressly confirmed in writing by us.

Claims for damages due to delivery delays are excluded, except in cases of intent or gross negligence.

7. SHIPPING METHOD

Unless otherwise agreed, we select the shipping method, transport route, and carrier at our discretion. For DAP deliveries (Incoterms® 2020), this applies up to the named destination. If the buyer requests a different shipping method, a specific carrier, or special transport arrangements (e.g., express, special packaging), he shall bear the additional costs and risks incurred.

For EXW deliveries (Incoterms® 2020), the buyer alone is responsible for selecting and commissioning the carrier and shipping method.

8. PARTIAL DELIVERIES AND DELAYED ACCEPTANCE

We are entitled, at our discretion, to fulfill orders in reasonable partial deliveries, particularly if the entire order quantity is not immediately available or our suppliers cannot deliver in full. Subsequent deliveries of the remaining quantity shall be made as soon as possible once available.

If the buyer fails to collect goods in an EXW delivery (Incoterms® 2020) within the agreed period or does not accept goods in a DAP delivery (Incoterms® 2020) at the place of destination, we shall not be in default. In this case, we shall store the goods at the buyer's risk (i.e., risk of loss or damage) and at his expense (e.g., storage, insurance, and handling costs). After granting a reasonable grace period, we are also entitled to withdraw from the contract and claim damages.

Claims of the buyer due to partial deliveries, quantity allocations, or delayed acceptance are excluded, except in cases of intent or gross negligence.

9. FORCE MAJEURE

We are not liable for non-performance or delivery delays resulting from circumstances beyond our reasonable control. This includes, in particular, natural disasters, fire, explosions, floods, war, terrorist acts, epidemics/pandemics, government actions, strikes or lawful lockouts, shortages of raw materials or energy, supply or transport disruptions of our suppliers or logistics partners, as well as other cases of force majeure. In such cases, delivery periods are extended by the duration of the disruption plus a reasonable start-up time. We are also entitled to make up the affected delivery after the disruption has ended or – if the disruption lasts longer than three months – to withdraw from the contract in whole or in part.

Claims for damages by the buyer due to such delays or non-performance are excluded, unless we act with intent or gross negligence.

10. QUALITY, WARRANTY, AND LIABILITY

We assume no warranty beyond expressly agreed properties. In particular, we do not guarantee suitability of the goods for a specific purpose, unless expressly agreed. The decisive factor is that the delivered goods comply with the specifications and quality standards of the respective manufacturer/producer, unless mandatory legal provisions provide otherwise.

The buyer must inspect the goods immediately upon delivery and notify us in writing or text form (e.g., e-mail) of any obvious defects no later than 3 working days after delivery. Hidden defects must be reported immediately upon discovery. If timely notification is omitted, the goods shall be deemed approved.

Our warranty does not cover damages resulting from improper use, non-observance of storage or processing instructions, unauthorized repairs or modifications of the goods by the buyer or third parties.

If goods are altered or processed by the buyer or third parties after delivery, our liability is limited to the originally delivered, unprocessed goods.

Rectification of defects does not extend the original warranty period. The warranty period is 12 months from delivery, unless mandatory law provides otherwise.

Claims for damages by the buyer – regardless of the legal grounds – are limited to the purchase price of the affected part of the delivery. Compensation for indirect damages, consequential damages, or lost profits is excluded, unless we act with intent or gross negligence, or claims arise under the Product Liability Act or due to injury to life, body, or health.

The buyer is obliged to first grant us the opportunity for subsequent performance. We are entitled, at our option, to either provide a replacement delivery or remedy the defect. Only if subsequent performance fails or is not provided within a reasonable period shall the buyer be entitled to further statutory warranty rights (reduction of price or withdrawal).

11. ASSIGNMENT

The buyer may assign or transfer rights or claims arising from the contractual relationship – except for monetary claims – to third parties only with our prior written consent.

12. TECHNICAL CUSTOMER SERVICE

Upon request, we endeavor, within the scope of our possibilities, to provide technical advice or information regarding the use of the goods. Such advice is provided without obligation and without warranty. Liability for the correctness of the advice or the results achieved is excluded, unless we act with intent or gross negligence. Responsibility for the use of the goods rests solely with the buyer.

13. RETENTION OF TITLE

The delivered goods remain our property until full payment of all claims from the business relationship with the buyer.

The buyer is obliged to inform us immediately in writing or in text form if third parties access the reserved goods (e.g., seizure). The buyer shall reimburse us for all costs necessary to safeguard our ownership rights.

If the reserved goods are processed or combined with other items, we acquire co-ownership of the new item in proportion to the invoice value to the other processed goods.

If the buyer resells the reserved goods, he hereby assigns his claim from the resale in the amount of the invoice value of the reserved goods to us in advance. We are entitled to disclose this assignment to the buyer's customer.

If we repossess the reserved goods due to payment default, the buyer shall be liable for any damages incurred by us, in particular for reduced proceeds or additional transport costs.

As long as the goods are not fully paid for, the buyer may not pledge them, transfer them by way of security, or otherwise encumber them. Transfer to third parties is only permitted in the course of ordinary business transactions (resale).

14. EXPORT CONTROL AND SANCTIONS

Our deliveries and services are subject to the condition that no national or international export control or sanctions regulations oppose them. This applies in particular to regulations of the European Union, the Republic of Austria, and other relevant jurisdictions. The buyer undertakes to comply with all applicable provisions for export, import, transport, transfer, or use of the goods delivered and to provide us with the necessary evidence upon request. The buyer may not export the goods to countries subject to embargoes or comparable restrictions. Delays or impossibility of delivery due to export control or sanctions regulations entitle us to postpone delivery or withdraw from the contract. Claims for damages by the buyer in such cases are excluded.

15. DATA PROTECTION

The processing of personal data is carried out in accordance with the provisions of the GDPR and the Austrian Data Protection Act (DSG). Details can be found in our privacy policy.

16. PLACE OF PERFORMANCE, JURISDICTION

The place of performance for deliveries and payments is Vienna. The exclusive place of jurisdiction for all disputes is the competent court in Vienna. Austrian law applies exclusively, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). The contract language is German. Translations are for

information purposes only; in case of doubt, the German version shall prevail.

17. FINAL PROVISIONS

Should individual provisions of these GTC be invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a regulation shall apply that comes closest to the economic purpose.

Newchem GmbH
Flamminggasse 79
A-2500 Baden, Österreich
FN 62864y, Wiener Neustadt

Note: This English translation is provided for information purposes only. In case of any discrepancies, the German version shall prevail.