

General Terms and Conditions (GTC)

Version 1 / 2026



1. GENERAL INFORMATION

These GTC shall apply to all business transactions pertaining to the following companies.

- 1.1. **Avenarius-Agro GmbH**
FN 103435k, registered office in Wels, www.avenarius.at, ARA 1405
- 1.2. **Capatect Baustoffindustrie GmbH**
FN 88108x, registered office in Perg, www.capatect.at, ARA 293
- 1.3. **Glemadur Farben und Lacke Vertriebsges.m.b.H.**
FN 47905z, registered office in Wien, www.glemadur.at, ARA 324
- 1.4. **Synthesa Chemie Gesellschaft m.b.H.**
FN 75787b, registered office in Perg, www.synthesa.at, ARA 293

with an **entrepreneur** within the meaning of the Consumer Protection Act (Konsumentenschutzgesetz) or a legal **entity under public law**, both hereinafter referred to as the "customer". The business relationship between the company and the customer shall be based solely on these GTC. Any deviating contractual conditions of a customer shall only apply if the company has confirmed their validity in writing.

Product descriptions shall be summarised in technical data sheets. Their observance is hereby understood as essential. Technical data sheets and safety data sheets are available on the companies' homepages. In case of any doubt, please contact us.

2. OFFERS AND QUANTITIES

Offers shall become non-binding after expiry of a stated or reasonable acceptance period.

3. PRICES

The prices are valid without additional services and VAT and are subject to change. For dispatch orders DAP or collection orders EXW, Incoterms 2020 shall be deemed agreed, unless otherwise stated in the order confirmation. Unless otherwise agreed, the prices on the day of delivery shall apply.

Prices shall be subject to **change during the year** for essential reasons – such as price increases affecting raw materials or legal norms that influence pricing. Such price changes shall also apply to unfulfilled contracts for goods not yet delivered. However, the customer shall be entitled to withdraw from the contract within 7 days with regard to goods ordered but not yet delivered if such a price increase occurs. The customer shall have no further right to the assertion of claims in this regard.

Surcharges shall apply for tinted goods. Special surcharges are hereby reserved for particularly high-quality pigments.

General price increases shall also apply to framework agreements.

All prices and catalogue details shall be understood as subject to typing, calculation and EDP errors.

4. TERMS OF PAYMENT

Invoices shall become payable upon receipt. Interest of 12% is hereby agreed for late payment, provided that no higher interest is incurred as actual damages. Due invoices shall exclude a discount deduction for new invoices. Bills of exchange shall only be accepted on account of payment; the customer shall bear all costs associated with a bill of exchange.

5. ORDER VALUES

Should (partial) deliveries fall below a certain minimum order value, shipping costs and processing fees shall apply. The rates contained in the price list, valid on the day of delivery, shall apply.

6. SHIPPING AND TRANSPORT IN GENERAL

The outgoing weights ex works shall be decisive. The company shall determine the shipping method. The customer shall authorise in advance any standard shipping method. Partial deliveries shall be permitted. Any and all associated risk shall pass to the customer as soon as the goods have left the factory. The customer shall be responsible for unloading.

Transport operations shall be performed uninsured. Should a customer wish to have transport insurance in place, this must be notified in advance. The insurance cover shall then be taken out at his expense. The customer must note **any transport damage** on the transport documents immediately upon delivery, document this with photos where possible and notify the company and carrier **in writing within five days** and provide the necessary evidence.

7. DELIVERIES

Delivery deadlines shall be non-binding and shall exclude claims unless a fixed date has been agreed in writing. In the event of default on a fixed date, the customer may withdraw from the contract after setting a grace period of **two weeks** by registered letter.

Default in payment by the customer shall postpone the company's performance obligations for its duration.

8. QUANTITY DEVIATIONS

Deviations of up to **± 5 %** between the quantity delivered and the quantity ordered shall not entitle the customer to refuse acceptance or to claim damages or warranty. For customised products, this limit shall be set at **± 10 %**.

9. INSPECTION OBLIGATION AND COMPLAINTS

Upon receipt of the goods, the customer must inspect them immediately for any signs of external defect. Defects must be notified **in writing by registered letter within five days** of being ascertained. In the complaint, the customer must state the order number, the article specification and the batch number and, if possible, attach photos. Minor deviations from a sample shall not constitute a defect.

10. RETURN OF DELIVERED GOODS AND DEFAULT OF ACCEPTANCE

There shall be no entitlement to the return of goods by Synthesa. If, in **exceptional cases**, undamaged and usable goods in original containers are taken back at one of our sales outlets, a handling fee of a maximum of 15% of the value of the goods shall be deducted. If the goods are collected by a freight company commissioned by us, a handling fee of 30% of the value of the goods shall be deducted. The collection of goods from a construction site with a net value of less than EUR 200 is hereby excluded. It shall not be possible to take back tinted products. The handling fee for the return of pallets is € 2.

11. LIABILITY

The company hereby warrants the consistently high quality of its products upon

delivery, but not for a **specific** property or usability, unless promised in writing. Technical application advice, demonstration or training by the company shall not lead to any liability for a specific application success. The customer must perform his own detailed inspection, in order to determine whether the product achieves the objective he is aiming for.

Consumption data in processing instructions are average values based on experience. Instances of over- or under-consumption may occur in individual cases.

Due to production reasons, there may be colour deviations in subsequent deliveries.

The company shall, **at its own discretion**, provide warranty exclusively by rectification or price reduction. The assertion of claims for damages – including consequential damages against the company – are hereby excluded, except in the case of personal injury, provided that the company is not responsible for the damage, be it intentionally or through gross negligence. Compensation for material damage shall always be limited to the order value of the delivery.

12. CONTRACT CANCELLATION

Should the customer withdraw from the contract without justification, the company shall be entitled to demand that the contract be maintained or to charge a cancellation fee of 30% of the net order value or any further specific damages.

13. RETENTION OF TITLE AND ASSIGNMENT

All delivered goods shall remain the property of the company until full payment has been received. Any mixing and processing operation shall result in co-ownership in proportion to the value shares.

Should the customer sell the company's goods before full payment has been made, he hereby assigns his claims with ancillary rights against the purchaser to the company upon conclusion of the contract. In the event of mixing or processing, this shall apply on a pro rata basis.

The customer must inform the company immediately if third parties wish to establish (or assert) rights to reserved goods or claims of the company (e.g. judicial seizure).

14. PACKAGING, PALLETS AND DISPOSAL

Packaging shall not be taken back.

Pallets must be exchanged for perfectly serviceable pallets upon delivery; otherwise, they shall be invoiced. Returned Euro pallets shall be subject to an incoming inspection to determine their suitability for reuse. Euro pallets that cannot be reused shall be removed from the delivery process and, therefore, shall not be credited.

Reusable vessels (containers, silos) shall be free of charge for up to 30 working days if they are emptied and made available for collection without liners within this period. Thereafter, rent shall be charged for up to 3 months, then the sales price.

The provisions of ÖNORM S 2100 shall apply to disposal. Emptied packaging must be handed over to collection centres in accordance with the Packaging Ordinance (VVO). The companies are partners of ARA (Altstoffrecycling Austria).

15. COLLECTION COSTS

The customer hereby undertakes to bear all appropriate extra-judicial costs associated with the collection of an outstanding claim.

16. PROHIBITION OF SET-OFF

No customer shall be entitled to set off counterclaims or exercise a right of retention except with written consent, a court judgement or insolvency of the company.

17. NO RUSSIA CLAUSE

1. The buyer shall comply with all applicable sanction regulations – as amended from time to time – and, in particular, shall not sell, export or re-export any goods delivered under (or in connection with) this contract, which fall within the scope of application of any of the applicable sanction regulations, in particular, Council Regulations (EU) No. 833/2014 and No. 765/2006, either directly or indirectly to territories subject to sanctions, in particular, the Russian Federation and/or the Republic of Belarus or for use in said territories, in particular, the Russian Federation and/or the Republic of Belarus

2. The buyer shall endeavour to ensure that the purpose of paragraph (1.) is not frustrated by third parties in the further chain of trade – including potential resellers.

3. The buyer shall establish (and maintain) an adequate monitoring mechanism to detect any behaviour of third parties in the further chain of trade – including potential resellers – that would defeat the purpose of paragraph (1.).

4. Any breach of paragraphs (1.), (2.) or (3.) shall constitute a material breach of a material term of this agreement, and the seller shall be entitled to seek appropriate remedies, including, but not limited to, termination of said agreement.

5. The buyer shall be obligated to inform the seller immediately of any issues arising from the application of paragraphs (1.), (2.) or (3.), including any relevant activities of third parties that could frustrate the purpose of paragraph (1.). The buyer shall provide the seller with information on compliance with the obligations under paragraphs (1), (2) and (3) within two weeks of a simple request to do so.

18. DATA PROTECTION

The company shall store and process the customer data required for business transactions in a computerised system. The transmission of data shall take place exclusively within the framework of the statutory provisions, in particular, for the execution of payment transactions and contracts. The customer hereby agrees that his data may also be transmitted to third parties via electronic interfaces, e.g. EDI, for contractually necessary purposes. Any other transmission shall require the separate consent of the customer. The company's privacy policy shall be provided on request.

19. JURISDICTION AND PLACE OF FULFILMENT

The place of fulfilment of all contracts shall be the registered office of the companies named under 1.1. to 1.4. The place of jurisdiction shall be the competent court at the registered office of the company.

20. PREVAILING LEGAL SYSTEM

Austrian law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

21. REQUIREMENT OF THE WRITTEN FORM

Deviating (or additional) agreements must be made in writing, in order to be effective.