

1. Scope

The supplier shall approve of these general conditions of purchase which thus become part of the contract as being applied to any deliveries and services by accepting and executing an order placed by us. Additional or deviating agreements or conditions shall only become valid if our attention is specifically drawn to them. Any diverging agreement shall require our written confirmation. These conditions shall also apply to all future delivery and service relationships.

2. Orders

Our orders shall become binding exclusively in writing. Amendments or changes to our orders must be confirmed by us in writing.

3. Order Confirmation

Orders shall be confirmed by using our original order forms or by references to them as soon as possible and at the latest within 4 working days at the latest stating a binding delivery time. If the order cannot be confirmed within this period, our offer shall be regarded as accepted. The supplier must contact us in case of any ambiguities.

The supplier shall be obligated by acceptance of order to deliver the goods in compliance with the agreed quality, quantity and descriptions as specified in the order or the accompanying integrated part containing specifications, item lists, drawings or technical documents.

4. Prices

The price as agreed upon shall be deemed to be a fixed price for carriage free delivery and comprises all accumulating expenditure, customs, insurances as well as transport and packaging costs. The supplier shall not be entitled, for whatever reason, to increase prices.

5. Delivery

Unless otherwise agreed, the conditions as stipulated in the order pursuant to Section 376 of the Austrian Commercial Code (UGB) and/or Section 919 of the Austrian General Civil Code (ABGB) shall be deemed to be fixed. If a transaction for a delivery by a fixed date was not agreed upon, we shall be entitled in case of delay to withdraw from the contract without the requirement of a reminder or notification of a notice period. We must be notified immediately of resulting or imminent delivery delays. We shall be entitled to refuse early deliveries. We shall not accept deliveries above or below the volume originally ordered. The supplier shall send us a dispatch notification on the day of dispatch. If the supplier uses the service of a subcontractor our written approval must be obtained.

6. Place of Performance

The place of performance for deliveries shall be the destination as specified by us. Where no destination is specified, the factory of Dynacast Österreich, Neunkirchner Straße 83, 2700 Wiener Neustadt shall be the place of performance. The risk and costs shall pass to us with the physical delivery of goods at the specified destination.

7. Warranty

The supplier guarantees that the delivery object has no defects which affect its value or usefulness, fulfils the conditions described in the order and possesses the otherwise promised characteristics. Furthermore, the supplier shall guarantee the accuracy or completeness of the specifications, user manual, operating instructions and the like and/or that the delivery items are state-of-the-art and meet the Austrian and international regulations as well as relevant legal provisions and regulations.

Unless otherwise agreed, the warranty period shall be 24 months and shall begin after handing over or receipt of the goods. In case of hidden defects the warranty period shall end 24 months after appearance of the defect.

We shall be entitled to give notice of obvious defects within a period of one month after receipt of the delivery item at the place of destination, hidden defects within one month after the defects are discernible. If a defect is detected during a failure analysis carried out by us, the supplier shall bear the analysis costs. We do not declare our intention and knowledge that the delivery complies with the general agreed conditions by confirming the supplier's delivery notes. Besides our legal warranty entitlements, we shall have the right to claim damage compensation.

The supplier must eliminate, on request, defects in goods of which notice is given during the warranty period without undue delay and free of charge at our discretion by rectification of the defect or a new delivery at the respective location of the goods. In urgent cases, or if the supplier fails to fulfil its warranty obligations in good time, we shall be entitled to rectify the defect ourselves at the cost and risk of the supplier, or to have it rectified or arranged for replacement. If no rectification or replacement of missing items is possible within reasonable time, we shall be entitled for any deficiency to call for cancellation. The supplier shall bear all costs of the rescission of contract.

8. Product Liability and Product Monitoring

The supplier shall hold us free and harmless from any claims caused by deficiencies or defects in goods. Claims for compensation on the supplier shall remain unaffected. Limitations on liability of any kind, in particular liability exemption clauses shall not be accepted.

The supplier shall notify us without delay on any defects detected on delivered products. The supplier shall be obliged to carry out an accurate product monitoring and to ensure that the products comply with the latest production technology. The supplier shall be obligated to submit to us all manufacturing documents on request.

Furthermore, the supplier shall ensure that hazardous goods are equipped with easily understood danger symbols and accompanied by a detailed user manual.

The manufacturer shall carry out as specified in the Austrian Product Liability Law a product recall due to a defect in the delivered product and bear all costs associated with the recall. If the product manufactured by us is faulty because of a defect which results causally from

a defect of the delivered material, we shall be entitled to recall the product. The latter also applies if the supplier fails to fulfil its obligation to implement a recall. In all these cases the supplier shall irrespective of warranty periods and damage compensation deadlines as well as responsibility for deficiencies hold us free and harmless in terms of all resulting damages and costs, including the costs of rectification and any modifications.

9. DRC Conflict Free

By accepting this purchase order, the supplier herein certifies to DYNACAST that any products (or components thereof) manufactured or contracted to be manufactured by the supplier and provided to DYNACAST hereunder are "DRC Conflict Free" as defined in Section 13(p) of the Securities Exchange Act of 1934, as amended. The supplier further agrees and consents to fully cooperate with DYNACAST and provide any additional information upon request regarding the nature and origin of any conflict minerals contained in supplier's product or used as part of its production processes"

10. Invoices and Payments

Payment requires the supplier's written accounting, which must meet in particular the currently valid requirements of the value-added-tax act. The invoices of our suppliers must be made available to us in duplicate. A copy of the invoice must be attached to the shipment documents. Unless otherwise stipulated, payment will be made at our discretion a) within 14 days at 3 % of discount or b) within 30 days at 2 % of discount or c) within 60 days net without discount on receipt of the consignment and goods.

Periods for payment to be effected shall not commence based on incorrect or incomplete invoices or invoices causing infringement.

The payment of an invoice shall not be considered as declaration stating that the delivery meets the agreed or customary conditions. Notices of defects and/or damage compensation can thus be claimed after payment of the invoice. The place of performance for payments shall be Wiener Neustadt, Austria. The supplier shall not be entitled to assign claims against us to third parties without our prior written consent.

11. Drawings, Models, Molds, other documents etc.

All drawings, models, moulds or other remedies provided by us shall remain our inalienable material and intellectual property and must not be used for other purposes, duplicated or divulged to third parties. If there is no legally binding order, all remedies must be returned immediately.

In the event that the goods we purchase are protected by property rights especially by patents, the acquisition of these rights shall be integrated into the sales price to the extent required for the use of the ordered goods. The supplier shall indemnify us against foreign industrial property rights in order to avoid infringement.

12. Advertising

Suggestions of an existing business relationship between us need our written approval.

13. Dispatch

All notes, dispatch notes, invoices and all other correspondences must include our order number and the date of order. If the goods are not delivered by our own vehicles or by the supplier's vehicles, the dispatch note shall be sent in electronic form on the date of delivery.

14. Packaging

The supplier shall be obliged that the goods are delivered in an appropriate and secure packaging. Damages of the goods caused by inadequate packing shall be borne by the supplier. Packaging costs invoiced to us will be returned in the full amount of the sum concerned to the supplier. It is left to us to retain the calculated packaging after payment of the relevant amount. The supplier shall be obliged to take back one-way and bundle packaging.

15. Force Majeure

Force majeure, labour disputes, disturbances, official measures and other unavoidable events shall release the contract partner for their duration from the obligation of taking delivery in good time.

16. Transfer of Rights and Obligations

The supplier shall not be entitled to assign the rights and obligations arising from this order to a third party without prior written approval.

Additional expenditure for us or for the supplier caused by a change of the production site, shall be borne by the supplier or shall be reimbursed by the supplier.

17. Court of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from the contract will finally be settled by the competent court in Wiener Neustadt. The laws of the Republic of Austria shall be applied under express exclusion of the Vienna Convention on Contracts for the International

18. Effectiveness Clause

In the event that several clauses of these terms and conditions, partially or entirely, are void or invalid, the validity of the other clauses respectively other parts of clauses shall not be affected. The parties are to replace an ineffective provision by one that is effective and most closely approximates the commercial purpose of the original.

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Subject to modifications