

TERMS AND CONDITIONS OF SUPPLY WUVIO CHEMICALS INTERNATIONAL B.V.

Article 1

1. These terms and conditions of supply of Wuvio Chemicals International B.V. ("supplier") apply to any quotation and/or agreement to which supplier is a party, to the exclusion of (any) other general terms and conditions. The use or application of other general terms and conditions is expressly rejected.
2. If these terms and conditions of supply are amended by supplier in the interim, the amended version thereof forms part of any agreement established between supplier and customer from the time of entry into effect of the amendment.
3. Notification of these terms and conditions of supply may among other things be carried out by indication on (the back of) letter heading, quotation, confirmation of order, e-mail and on the supplier's website.
4. Terms and conditions and/or provisions of the agreement rank before those of these terms and conditions of supply where there is a contradiction.
5. If any provision of these terms and conditions of supply is null and void or annulled, the other provisions of these terms and conditions of supply shall remain in full force and supplier and customer shall consult one another in order to agree on new provisions to replace the null and void or annulled provisions, where as far as possible the purpose and tenor of the null and void or annulled provision shall be taken into account.

Article 2

1. All quotations of supplier are kept open for one month, unless otherwise indicated in the quotation.
2. The agreement is established as soon as the written acceptance of the offer has reached the supplier, or, if that is sooner, at the time when the supplier makes a start on the execution of the agreement.
3. If in the acceptance the right to amend the quotation is reserved, as an exception to the provisions of the previous paragraph the agreement is only established if supplier reports to customer in writing that it agrees with these exceptions to the quotation.
4. Unless expressly otherwise agreed in writing with customer, all prices and rates used by supplier are exclusive of value added tax and exclusive of any other of levies imposed by the government and exclusive of administration, installation, erection, packing, transport, dispatch, insurance or travelling costs and exclusive of felling, excavation or breaking work and exclusive of any excess materials supplied.
5. When supplier is calculating prices it is assumed that customer will arrange the free access, walking and work space during the work, required permits and/or exemptions, the construction work, the presence and availability of complete building site facilities, such as hut and toilet facilities, the presence of a free electric unit with a connection and sufficient clean water disposal and compressed air supply, in the absence of one or more of the above points supplier is entitled to charge extra costs or additional costs to customer.
6. Supplier reserves the right to call in third parties to carry out the agreement concluded with customer for account and risk of customer should that be found to be reasonably necessary.
7. Customer must make the equipment, materials and so on of supplier (and persons engaged by it) properly safe during the work and ensure them against all risks that may arise, such as (fire or water) damage and theft.
8. If changes result in an increase or reduction in the costs, any resultant change in the price must be agreed between the parties in writing.
9. Payment by customer of the invoices sent by supplier must be made within 30 days after date of invoice to a (bank) account indicated by supplier, unless expressly agreed otherwise.
10. The customer is not permitted to offset, suspend or pay with a discount his payment obligation to supplier without express written consent of supplier.
11. Customer is obliged for his own account to put (personnel of) supplier and persons engaged by him in a position to carry out the work in a safe (work) environment according to the (Health and Safety) legislation and regulations and instructions and to comply with these, including but not limited to making available to supplier safe and protective equipment. Customer is obliged for own account to comply with the requests and instructions given by supplier for this. If the customer's business operations require it, he shall instruct (personnel of) supplier and the persons engaged by him, before the work starts, about the hidden risks and hazards present in the business. Customer shall set these instructions down in writing. Where customer does not act or acts in contravention of this provision, supplier is entitled to suspend his own work for account and risk of customer and with compensation of supplier by customer.
12. Customer guarantees to supplier that he will obtain in good time and retain all permits and exemptions, including those granted by the state, which are required to carry out the work and for the normal method of execution thereof, as well as consent for the use of the access routes to the work site. Customer guarantees supplier that the substances made available to supplier under the agreement are not prohibited under the applicable legislation and regulations.
13. All penalties and damage and so on resulting or arising from the non-fulfilment of the obligations mentioned in this Article shall be for account of customer and customer shall fully indemnify supplier for any form of liability that applies with regard to third parties in this respect.
14. Considered as added work is everything agreed by supplier in consultation with customer, whether or not in writing, during the execution of the agreement above the quantities delivered and/or fitted expressly provided in the agreement or the quotation, or services provided by him above the work expressly provided in the agreement or quotation.
15. Extra work and costs on the part of supplier as a result of additional agreements or changes or external circumstances over which supplier has no control may be charged to customer.
16. If supplier gives advice relating to the (technical) application in word, document or by means of tests and sampling this advice shall be provided to the best of his knowledge, but these are only deemed to be non-binding instructions. Supplier does not guarantee the accuracy of this advice.
17. The advice shall not release customer from the obligation to check the goods and/or services supplied by supplier for their suitability for the intended application. Application, use and processing of goods or products supplied fall under the responsibility of customer or his clients, supplier is not involved in this.
18. Customer may not transfer the agreement and the resultant rights and obligations to a third party without prior written consent of supplier.

Article 3

1. Supplier supplies the goods (which also further include below: products, semi-finished products, equipment, installations and machines with accessories etc.) according to the description in its quotation (which may later be amended) and any later amendments to the design

and/or execution and/or composition of the goods. Supplier is free and reserves the right (on his own initiative) to make and implement changes to the design and/or execution and/or composition of the goods to be supplied.

- Supplier does not guarantee that the goods are suitable for the purpose for which customer wants to use or employ them, not even if this purpose is made known to supplier, unless the contrary is agreed between parties in writing.
- Unless otherwise stated in writing by supplier, delivery of the goods shall be made by delivery at the site of the warehouse of the supplier or – at the choice of supplier – at the site of the warehouse of the supplier's supplier. Customer is responsible and bears the risk for:
(i) the goods immediately from the time of delivery, being the time when the first actual operation (such as by means of a fork lift truck or pallet truck) is carried out in the warehouse of (the) (supplier's) supplier for the transport; and
(ii) the transport of the goods,
Customer undertakes to take out appropriate proper (transport) insurance at his own expense with regard to all the above-mentioned risks.
- Supplier undertakes to customer to pack the goods properly (unless the nature of the goods prevents this) so that they reach their destination by normal transport in good condition.
- When supplier has made pallets, packing cases, crates, containers and so on available for the packing and transport or had them made available by a third party – whether or not in return for payment of a deposit or a guarantee deposit – customer is obliged to return above-mentioned transport materials, at his own expense, to the address indicated by supplier, in the absence of which customer shall owe supplier compensation.
- If for any reason whatever customer is not able to take receipt of the goods at the agreed time and these are ready for dispatch, supplier shall, if his storage facilities permit this, on request of customer store the goods – for risk of customer – until they are delivered to customer. Customer is obliged to reimburse to supplier the associated (storage) costs at the supplier's usual rate from the time that the goods are ready for dispatch.

Article 4

- Subject to the following, the goods or products supplied or made available by supplier to customer from the time of actual delivery to customer are fully for his account and risk.
- Supplier reserves – for risk of customer – the ownership of all goods supplied by him to customer, until customer has fully met his (payment) obligation(s) to supplier under the agreements for supplies or for making available goods or products and/or for undertaking work and/or services, including claims relating to a default in the fulfilment of such agreements. In that case ownership (first) passes to customer after customer has met all his obligations to supplier.
- Until the ownership has passed to customer, he may not dispose of the goods or materials, among other things, but not limited to pledging them or granting any right to them to a third party.
- If the supplier has reasonable doubt about the customer's payment capacity, supplier is authorised to postpone delivery of goods for risk of customer, until customer has provided security for the payment. Customer is liable for any damage suffered by supplier due to this late delivery.
- Customer already undertakes upon first request of supplier to establish a non-possessor pledge on all the things referred to in this Article, by signing and registering these terms and conditions with the tax authorities, should the reservation of ownership of supplier on these things at any time appear to have been lost, or security has otherwise been provided for supplier.
- If customer forms a new thing (partly) from things supplied by supplier, customer shall only form this thing for supplier and customer shall hold the newly formed thing for supplier until customer has paid all the amounts payable under the agreement; in that case supplier has all rights as owner of the newly formed thing up to the time of full payment by customer.
- Where applicable rights are always granted or transferred to customer on condition that customer promptly and fully makes the payments agreed for these.

Article 5

- A contract for work agreed between customer and supplier (by means of work to be performed) is delivered as follows and hence for risk of customer. A reasonable time before the day on which the work will in the opinion of supplier be completed, supplier invites customer in writing to inspect the work. The inspection is carried out as soon as possible but at the latest within eight days after the day referred to above. Immediately after the work has been inspected, customer notifies supplier on that same day whether or not the work has been approved, indicating in writing any (minor) defects found. If the work is approved by customer, the day of approval is regarded as the day of delivery of the work.
If a written notification is not made by customer on the day of inspection, then this day is regarded as the day of approval and of delivery of the work.
If inspection does not take place within eight days after the day referred to in this Article, supplier can again request customer in writing to inspect the work within eight days. If customer does not comply with this request then the work is deemed to have been approved on the eighth day after the first invitation to inspection.
The work is deemed to have been approved by customer and to have been delivered if and insofar it is taken into use. The day of taking into use of the work or part of it is deemed to be the day of approval of the work or the relevant part thereof.
Minor defects that can be rectified during the maintenance period cannot constitute grounds for withholding approval.
The above-mentioned provisions apply accordingly with regard to a reinspection after withholding approval.
Supplier is authorised to divide the delivery into a number of part-deliveries.
In case of (part) delivery the risk of the (part of the) work immediately and automatically passes to customer.
If the work has not yet been commissioned immediately after delivery customer and supplier can carry out an inspection of the work upon later (full) commissioning, within eight days after this commissioning.
- Supplier is not liable for delay or extra time required for the (repair/warranty) work, the work and/or the supply of supplier that is not the fault of the latter (but for example is caused by customer, end user, (a) third party (parties) or adverse weather conditions etc.) and this entitles supplier to the required extension of its (repair/warranty/installation/supply) period and entitles supplier to compensation by customer of all damage and (additional) costs suffered by supplier because of above-mentioned delay or extra time required, on first request of and as indicated by supplier.
- Supplier is entitled to retain customer's goods and to suspend delivery until customer has met all his obligations to supplier, including payment of costs relating to this right of retention of supplier.

Article 6

1. All rights of intellectual and industrial property of the products, semi-finished products, formulae, recipe, software, websites, data files, installations, equipment or (other) materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material for this and other intellectual products developed or made available under the agreement, rest exclusively with supplier, his licensors or suppliers. Customer shall only acquire the usage rights that are expressly granted by these terms and conditions and the law. Any other or further right of customer to reproduce products, semi-finished products, formulae, recipe, software, websites, data files, installations, equipment or other materials is excluded. A usage right granted to customer is non-exclusive and non-transferable to third parties.
2. The customer is not permitted to remove or to change any indication relating to the confidential nature or relevant copyrights, trademarks, trade names or other rights of intellectual or industrial property from the products, semi-finished products, formulae, recipe, software, websites, data files, equipment or materials.
3. If customer infringes one of above-mentioned provisions in this Article customer owes supplier (without intervention of the court) an immediately payable penalty of € 100,000.00 per infringement.

Article 7

1. All (supply/delivery) periods mentioned or agreed by supplier shall be established to the best of his knowledge based on the data known to supplier on entering into the agreement. Supplier shall properly exert its best efforts to take into account the agreed (supply/delivery) periods as far as possible.
2. All (supply/delivery) periods used by supplier are target periods and therefore not binding periods or deadlines.
3. Supplier is entitled to suspend the fulfilment of his obligations to customer until customer has fulfilled all his (payment) obligations under any legal relationship existing with supplier. This suspension applies up to the time when customer has completely fulfilled his obligations to supplier.
4. Supplier is not bound to the (supply/delivery) periods, whether or not deadlines, that can no longer be met because of circumstances outside his control that have occurred after entering into the agreement. Nor is supplier bound to a (supply/delivery) period, whether or not a deadline, if parties have agreed on a change to the content or scope of the agreement (additional work, change to specifications etc.).
5. Force majeure is understood to mean any default in the execution of the agreement that cannot be attributed to supplier or customer because they are not due to the fault of the supplier or customer, nor which are for account of supplier or customer pursuant to the law, legal act or generally accepted views. Force majeure is also understood to mean force majeure of supplier's suppliers or subcontractors, the failure to properly fulfil obligations of suppliers or subcontractors that are specified by customer to supplier as well as faultiness of products, things, materials, software of third parties whose use is specified by customer to supplier, government measures and import and export restrictions.
6. In case of temporary force majeure, including the situation where a good / product ordered by customer is temporarily no longer in stock, supplier is entitled to extend the intended (supply/delivery) period by the time during which the temporary force majeure lasts.
7. In case of permanent force majeure that makes the supply or availability of goods or products or respectively the performance of work and/or services impossible, supplier or customer respectively is entitled to cancel the agreement out of court and supplier has the right to compensation of the costs incurred by him. In case of force majeure customer may not demand any compensation from supplier for damage suffered by him.

Article 8

1. Unless otherwise agreed, customer must notify the supplier in writing of complaints about the goods or products supplied or made available or respectively the work and/or services performed within 7 days after the goods or products are supplied or made available or respectively after a start has been made on the execution of the work and/or services and give a clear description of the complaints to supplier, exclusively in (understandable) Dutch, English, German or French. In the absence of such a notification any claim against supplier relating to defects in the goods or products supplied or made available or the work and/or services performed shall lapse.
2. Unless otherwise agreed, customer is only entitled to send back goods or products to supplier after written consent of supplier and if goods or products other than those ordered by him or that are damaged have been supplied or made available to customer.
3. Customer is obliged to return the goods or products to be returned including the original shipping document and/or original address label in proper packaging and for own account and with the return must notify in writing the reason for this, unless otherwise expressly agreed in writing.
4. In case of justified claims of customer because of defects relating to the goods supplied (also during the warranty or maintenance) it is only for supplier to determine whether the goods will be repaired or replaced by the same or a comparable good, or whether a solution will be found in another way.
5. If and where supplier gives a warranty, in all cases the warranty given by supplier to customer is at most and (therefore) limited to the warranty that supplier obtains from his supplier in the relevant case.
6. Where supplier gives a warranty on goods the warranty period begins from the time of delivery. If warranty is given on the work of supplier the warranty period begins from the time of delivery or from the time of commissioning of the work by customer if this takes place before delivery.
7. A/any warranty given expires immediately and automatically if and as soon as there is a different, incorrect and/or improper use or application by/on behalf of customer of goods, works and/or (chemical) products delivered/supplied, made available or advised by supplier.
This applies where the above-mentioned situation leads to a (risk of) reputation or image damage on the part of supplier for which customer is held liable in advance and with respect to which customer undertakes to supplier in advance (also) to have a quotation/offer made where customer submits a quotation or carries out a test for a third party, in the absence of which customer shall owe to supplier an immediately payable penalty of € 50,000.00 per infringement or event.

Article 9

1. In case of a culpable deficiency of supplier, except in case of intent or gross negligence, supplier is not liable for damage that may arise, directly or indirectly, for customer and/or third parties. Supplier is only obliged to deliver the thing or service again, or, if supply is reasonably no longer possible, to apply a reasonable price reduction.

2. Any liability of supplier is limited to the damage that was foreseeable as a possible consequence of action giving rise to compensation with as a maximum the amount that is paid out in the relevant case under the liability insurance taken out by it, plus the amount of the excess that is not charged to insurer according to the policy terms and conditions. If, for any reason whatever, no payment may be made by virtue of the insurance mentioned, any liability is limited to the net invoice amount invoiced by supplier for the relevant goods, products or work and/or services performed.
3. Without prejudice to what is provided elsewhere in these terms and conditions of supply, supplier is never further liable for things and/or services that it has obtained from third parties than to the extent that these third parties are liable to supplier and offer redress.
4. Supplier is never liable for indirect damage, including consequential damage, immaterial damage, personal injury, loss of profit, working hours spent, loss of savings, loss of data and damage due to business stagnation.
5. Supplier is not liable if customer has not notified the damage promptly in writing to supplier and within 7 days after he has or could have noticed this. All claims against supplier shall lapse if customer has not carried out proper inspection upon supply.
6. Supplier stipulates all statutory and contractual defences that he may invoke to defend its own liability towards customer, including for its subordinates and non-subordinates for whose behaviour it may be liable according to the law.
7. Without prejudice to what is otherwise provided in this Article and these terms and conditions of supply, in addition any (legal) claims must be referred to the court on pain of forfeiture at the latest 1 year after delivery of the work.
8. Customer shall indemnify supplier for any form of liability that may rest with respect to third parties (including customers of customer) on supplier with regard to goods, products or work and/or services performed by supplier, where this liability does not rest on supplier under these terms and conditions.
9. The presence of a defect with regard to goods or products delivered or made available or work and/or services performed never gives customer a right to suspension, discount or offset of his payment obligations.
10. Supplier is also not liable for damage suffered of any nature and arising due to any cause whatever, that is the consequence of incorrect and/or improper use of goods or products delivered or made available or work and/or services performed by supplier. With regard to advice provided by supplier without this being expressly based on an express written agreement aimed at giving advice, all liability of supplier is excluded, except where there is demonstrable intent or gross negligence on the part of supplier.

Article 10

1. Supplier has the right to cancel the agreement with customer out of court – without compensation to customer – with immediate effect for the future by means of written notification without (further) prior notice of default if: a) in spite of proper notification of default customer culpably defaults in the fulfilment of any obligation resting on him; b) customer is granted suspension of payment (whether or not provisional) or customer is declared bankrupt, customer submits a request for application of a debt rescheduling scheme or customer is placed in receivership or under administration; c) attachment is imposed on the customer's assets, and/or d) customer's business operations fully or partly cease or are otherwise liquidated and/or his business activities decisively change or are transferred (in full or in part) to a third party without prior written consent of supplier.
2. In case of termination of the agreement all payments due by customer to supplier shall immediately become payable in full.
3. Supplier is never obliged to any compensation or payment to customer because of above-mentioned termination of the agreement, without prejudice to the right of supplier to full compensation because of infringement by customer of his obligations as referred to above and without prejudice to the rights otherwise falling to supplier in this respect.

Article 11

1. Only Dutch law applies to any agreement signed by supplier with customer. The provisions of the Vienna Sales Convention do not apply.
2. All disputes arising from or relating to an agreement signed by supplier with customer shall only be submitted to the competent court of the place of establishment of supplier, where statutory provisions do not require otherwise.