

## Article 1 - General provisions

- 1.1 These conditions apply to all offers and agreements of the seller. The seller's obligations will only be effective upon delivery of a written acknowledgement of order. Possible general conditions of the buyer will not apply. Possible agreements, deviating from these conditions will not be enforceable, unless the seller has agreed in writing to these deviations. With respect to future agreements, the buyer will not be able to derive any rights from any possible deviations in the past.

## Article 2 - Formation of contract

- 2.1 All offers by the seller are without any engagement; information given in data sheets, brochures etc. is only given as guidance and shall not be binding upon the seller.
- 2.2 The agreement between the seller and the buyer will only be enforceable, if and insofar the seller has delivered a written acknowledgement of order, unless immediately upon the order by the buyer, the seller has commenced the execution of same, in which case the invoice will be considered as written acknowledgement of order.

## Article 3 - Package

- 3.1 In case loan package is made available by the seller to the buyer, than the packing conditions of the "Verbond van Handelaren in Chemische Produkten" (Association of Traders in Chemical Products) and of the "Vereniging van de Nedertandse Chemische Industrie" (Society of the Dutch Chemical Industry) will apply, which conditions are forming a part of the present conditions and which have been attached to these conditions.

## Article 4 - Measurements and weighings

- 4.1 The measurements and weighings as shown on the certificate of measurement or weight submitted by the seller, determinate the quantity supplied.
- 4.2 The buyer is always entitled to be present or represented at the measurement or weighing, in order to keep a check on it.
- 4.3 With regard to all weights and measures the seller reserves himself any tolerances, usual and or customary within his branch.

## Article 5 - Delivery and risk

- 5.1 The seller will do his utmost to deliver the goods within the respective period of delivery. In case the period of delivery is exceeded, the seller will under no circumstances be in default.
- 5.2 Delivery shall take place ex works or ex warehouse, as indicated by the seller. The seller is entitled to define the means of transport to the site of delivery and to appoint the carrier(s). Possible special means of transport, as required by the buyer, are for the buyer's cost.
- 5.3 The risk of the goods will pass to the buyer at the moment and at the site of delivery, as indicated by the seller.
- 5.4 In case complete or partial orders have not been taken up by the buyer within the period, originally agreed upon, the seller is entitled to suspend or cancel further execution of these orders, without a written notice to the buyer being required, notwithstanding any other rights of the seller. Any such suspension or cancellation will not affect any part of the order that has indeed been timely taken up by the buyer.
- 5.5 In case complete or partial suspension of the delivery by the seller would alter the nature of the seller's possible future performance in such a way that acceptance of this performance could not anymore be reasonably expected from the buyer, the buyer is relieved from his further obligation to take up deliveries.

## Article 6 - Guarantees and liabilities

- 6.1 The seller gives no guarantee whatsoever with respect to the goods sold, subject to the following.
- 6.2 The seller guarantees that the goods sold will comply with the standard norms as maintained by the seller, as well as with the contents of any guarantee explicitly made by the seller in writing. The buyer bears the risk of and is liable for the usage of the goods, irrespective of whether these

goods have been used in combination with other goods or alone. Under no circumstances the liability of the seller will exceed the liability provided in paragraphs 3, 4 and 7 of this article.

- 6.3 In case the goods have been in any manner processed and/or manufactured by a third party, any guarantee under this article will only apply to the goods in unprocessed state.
- 6.4 Complaints, whether regarding the delivery of the goods or the non-delivery of the goods, will never exceed the amount of the purchase price of the goods with respect to which a claim of damages has been raised. The seller only accepts liability in conformity with this article, insofar direct damages suffered by the buyer are concerned. Complaints regarding shortcomings in quality and/or damages will have to be made immediately in writing to the seller. In case no such complaint has been received within 30 (thirty) days upon the date of delivery, or upon the date of delivery originally agreed upon, the seller is relieved from any liability whatsoever with respect to those goods. Unless the contrary has been explicitly provided for by the seller, the seller will not allow any compensation by the buyer in relation to any claim for damages, nor will seller acknowledge or pay any costs made by the buyer in that respect.
- 6.5 Safe with the consent of the seller, the buyer is not entitled to return any goods to the seller.
- 6.6 The buyer will hold the seller harmless from any and all claims by third parties in relation to any possible damage suffered by these third parties upon delivery of the goods.
- 6.7 Notwithstanding the foregoing, in case the seller has derived the goods, delivered to the buyer, from a third party, the seller will under no circumstances give any more guarantees with respect to those goods than he has received from that third party.
- 6.8 The seller will not be liable for any possible advice given by him to the buyer.

## Article 7 - Retention of title

- 7.1 All deliveries occur under reservation of ownership. The ownership of the goods will only pass to the buyer, if and insofar he has fulfilled all his obligations towards the seller. As long as the ownership of the goods has not passed to the buyer, the buyer is not entitled to pledge the goods, to grant any security rights with respect to the goods, or to grant any other rights to third parties with respect to the goods. As long as the ownership of the goods has not passed to the buyer, the buyer commits himself to explicitly indicate the ownership of the seller on the respective goods and to handle the goods with the utmost care.
- 7.2 In case the buyer does not meet his payment-obligations, or is insolvent, the seller is entitled to take back the goods, the ownership of which has not passed to the buyer and that are still present with the buyer, notwithstanding any other rights of the seller.

## Article 8 - Prices

- 8.1 Unless agreed otherwise, all prices are considered as ex works, or ex warehouse mentioned.
- 8.2 In case, upon the formation of the contract, alterations occur in one or more of the factors constituting seller's cost price, such as, but not limited to, costs of materials, measures by the Government; wages, premiums, freights, exchange rates and taxes, the seller is entitled to take these alterations into account by charging them to the buyer.

## Article 9 - Payment

- 9.1 Payment is to be made by the buyer without any discount of compensation being allowed. Unless agreed otherwise, payment has to be made within 14 days upon the date of the invoice. In case the buyer fails to (timely) meet his payment-obligations, the buyer will be immediately and without any written notice being required be in default, and the seller will be entitled to charge to the buyer an immediately payable interest at the rate of 1 % (one percent) per month on the amount due as from the date of the lapse of the payment period up to the date of full payment. In that case the seller will also be entitled to suspend any further delivery until the latter date.
- 9.2 Notwithstanding any other rights of the seller, in case the buyer fails to meet his payment obligations, or in case the seller is in doubt about the buyer's solvency, the seller will be entitled to immediate payment of all unpaid invoices and will be entitled to refuse any further delivery, unless

full payment is offered in cash, or satisfactory security for the payment has been offered. The buyer is only entitled to suspend his payments in relation to a (pretense) counter claim, if and insofar the seller has explicitly in writing agreed with such procedure.

- 9.3 Under the circumstances mentioned in paragraph 2 of this article, the seller furthermore is entitled to consider the contract as annulled or suspended, without any legal action being required, without prejudice to the seller's right to full compensation of damages in accordance with the law.
- 9.4 In case the buyer fails to (timely) meet his payment-obligations, the seller is entitled to charge to the buyer costs relating to his non-payment. These costs include judicial as well as extrajudicial costs. The extra-judicial costs amount to at least 15% (fifteen percent) of the outstanding amount.

## Article 10 - Force majeure

- 10.1 In case the seller is prevented by force majeure from completely or partially carrying out the contract, he will have the right to alternatively suspend the fulfilment of the contract or to cancel the contract completely or, respectively, the part thereof which has not been carried out.
- 10.2 The following will, amongst others, be considered as force majeure: war, danger of war, mobilisation, riot, state of siege, strike or lock-out, fire, accident or illness of personnel, works break-down and the reduction of the production, shortage of packing materials, limitation of imports or other limitations as a result of governmental measurements, interference caused by other legal regulations, as well as any other obstructive circumstance, which is not solely due to the intent of the seller, such as the non- or untimely supply of goods and services by third parties, that have been brought in by the seller.

## Article 11 - Applicable law

- 11.1 Netherlands law only will be applicable to the offers made by the seller and to the contracts to be made by him.
- 11.2 The Uniform Law with regard to the Purchase of movable, physical goods as well as the Uniform Law with regard to the Conclusion of International Purchase Agreements with regard to movable physical goods do not apply and are hereby expressly excluded.

## Article 12 - Miscellaneous

- 12.1 Should any clause of these conditions appear to be wholly or partially nugatory, then the remaining conditions will remain in full force. In that case the parties undertake to agree upon a new provision to replace the condition null and void, which approximates the purpose of the latter conditions, as much as possible.
- 12.2 There is also a Dutch version of these conditions. In case of doubt, the Dutch text will prevail.
- 12.3 These conditions on September 11, 1986 have been deposited with the District Court in Rotterdam.

## Article 13 - Competent court

- 13.1 All disputes, arising under the execution of or in connection with any contract, will, insofar the law does not expressly provides to the contrary, with the exclusion of every other court be brought before the competent court in Rotterdam.

### DE - Eigentumsvorbehaltsklausel

Bis zur vollen Bezahlung sämtlicher, auch der zukünftigen Forderungen des Verkäufers gegen den Käufer, gleich aus welchem Rechtsgrund, insbesondere auch der Saldoforderung aus laufender Rechnung, sowie bis zur Einlösung der dafür hingegebenen Wechsel und Schecks, bleibt die Ware Eigentum des Verkäufers.

Ein Eigentumserwerb des Käufers gem. § 950 BGB im Falle der Be- oder Verarbeitung der Vorbehaltsware zu einer neuen Sache ist ausgeschlossen. Be- und Verarbeitung der Vorbehaltsware erfolgen durch den Käufer für den Verkäufer.

Bei Verarbeitung mit anderen, nicht dem Verkäufer gehörenden Waren durch den Käufer steht dem Verkäufer das Miteigentum an der neuen Sache zu im Verhältnis des Rechnungswertes der Vorbehaltsware zu

den Rechnungswerten der anderen verarbeiteten Waren. Erwirbt im Falle der Verbindung oder Vermischung der Vorbehaltsware mit anderen Waren der Käufer das Alleineigentum nach §§ 947 Abs. 2, 948 BGB, so wird bereits jetzt vereinbart, dass das Eigentumsrecht des Käufers an der einheitlichen Sache bzw. an dem vermischten Bestand im Verhältnis des Rechnungswertes der Vorbehaltsware zu den Rechnungswerten der anderen enthaltenen Waren auf den Verkäufer übergeht und dass der Käufer diese Sachen unentgeltlich für den Verkäufer verwahrt. Für die aus der Verarbeitung, Verbindung oder Vermischung entstehenden Sachen gilt sonst das gleiche wie bei Vorbehaltsware. Sie gelten als Vorbehaltsware im Sinne dieser Bedingungen.

Der Käufer darf die Vorbehaltsware nur im Rahmen seines ordnungsgemässen Geschäftsbetriebes veräussern. Er ist zur Weiterveräußerung der Vorbehaltsware nur mit der Massgabe berechtigt und ermächtigt, dass die Forderungen aus der Weiterveräußerung, wie nachfolgend vorgesehen, auf den Verkäufer übergehen. Zu anderen Verfügungen über die Vorbehaltsware ist der Käufer nicht berechtigt. Insbesondere darf er die Vorbehaltsware nicht verpfänden oder zur Sicherheit übereignen.

Die Forderungen des Käufers aus dem Weiterverkauf der Vorbehaltsware werden bereits jetzt an der Verkäufer abgetreten, und zwar gleich, ob die Vorbehaltsware ohne oder nach Verarbeitung, Vermischung oder Verbindung und ob Sie an einen oder mehrere Abnehmer verkauft wird.

Wird die Vorbehaltsware vom Käufer zusammen mit anderen, nicht dem Verkäufer gehörenden Waren verkauft oder wird die Vorbehaltsware nach Verarbeitung, Verbindung oder Vermischung mit dem Verkäufer nicht gehörenden Waren verkauft, so gilt die Abtretung der Kaufpreisforderung nur in Höhe des Rechnungswertes der Vorbehaltsware, die mit den anderen Waren Gegenstand dieses Kaufvertrages oder teil des Kaufgegenstandes ist.

Wird die Vorbehaltsware vom Käufer zur Erfüllung eines Werk- oder Werklieferungsvertrages verwandt, so wird die Forderung aus dem Werk- oder Werklieferungsvertrag im gleichen Umfang im voraus an den Verkäufer abgetreten, wie es in Absatz 5 und 6 bestimmt ist. Pfändungen und andere Eingriffe Dritter, durch welche die auf dem Eigentumsvorbehalt beruhenden Rechte des Verkäufers beeinträchtigt werden, hat der Käufer dem Verkäufer unverzüglich mitzuteilen.

Der Käufer hat die Vorbehaltsware gegen Feuer und Diebstahl zu versichern und dies dem Verkäufer auf Verlangen nachzuweisen. Der Käufer tritt seine eventuellen Versicherungsansprüche wegen Beschädigung, Zerstörung oder Diebstahls der Vorbehaltsware bereits jetzt an den Verkäufer ab, allerdings im Falle der Verarbeitung, Verbindung, Vermischung mit fremder Ware nur in Höhe des Eigentumsanteils des Verkäufers an der Vorbehaltsware.

Der Käufer ist ermächtigt, die abgetretenen Forderungen bis auf jederzeitigen Widerruf einzuziehen. Zur Abtretung dieser Forderungen ist er nicht befugt. Der Verkäufer wird von dem Widerrufsrecht keinen Gebrauch machen, solange der Käufer seinen Zahlungsverpflichtungen ordnungsgemäss nachkommt. Auf Verlangen des Verkäufers hat der Käufer seine Abnehmer von der Abtretung an den Verkäufer zu unterrichten und dem Verkäufer die zur Einziehung der Forderungen erforderlichen Auskünfte und Unterlagen zu geben.

Die Berechtigung des Käufers zur Verarbeitung, Verbindung, Vermischung oder Veräusserung von Vorbehaltsware sowie die Ermächtigung zur Einziehung der abgetretenen Forderungen erlöschen in jedem Falle mit der Zahlungseinstellung des Käufers.

Der Verkäufer verpflichtet sich, die ihm nach den vorstehenden Bestimmungen zustehenden Sicherheiten auf Verlangen des Käufers insoweit freizugeben, als ihr Wert die zu sichernden Forderungen um mehr als 20% übersteigt. Es bleibt der Wahl des Verkäufers vorbehalten, Welche Sicherheiten er freigeben will.

Soweit die vorstehenden Bedingungen über den Eigentumsvorbehalt mit den übrigen Geschäftsbedingungen des Verkäufers nicht im Einklang stehen gelten ausschliesslich die vorstehenden Bedingungen. Sollte eine der vorstehenden Bestimmungen nichtig sein, so wird die Gültigkeit der übrigen Bestimmungen hiervon nicht berührt.