

General Terms and Conditions of the private company with limited liability **CHEMPRI B.V.**, with its registered office in Raamsdonksveer. These General Terms and Conditions have been filed with the District Court of Zeeland- West-Brabant under deed number _____ of _____.

Article 1 - Applicability

1. These general terms and conditions apply to all offers and agreements concerning the sale and delivery of products and the sale and provision of services by Chempri to any purchaser (or potential purchaser), hereinafter to be referred to as: the 'purchaser'.
2. Derogations from and/or additions to these general terms and conditions are only binding following Chempri's written confirmation. The applicability of other terms and conditions is explicitly excluded.

Article 2 – Quotation

1. All quotations are without obligation and contain a full and accurate description of the products and/or services offered.
2. All quotations are based in part on the details provided by the purchaser. Numbers and prices are stated as carefully as possible by Chempri, but are only binding where such has been expressly confirmed. Should use be made in the quotation of images, these will be as good a representation of the products offered as possible. No rights may be derived from these images.
3. Chempri is not bound by obvious mistakes or inaccuracies in any quotation.

Article 3 – Agreement

1. The agreement is concluded as soon as the acceptance of the offer has reached Chempri.
2. Should any point or part of the acceptance derogate from the offer, the agreement will only be concluded once and insofar as Chempri has agreed to this derogation expressly in writing.
3. Chempri will send an order confirmation to the purchaser for each agreement. The absence of such an order confirmation will not affect the agreement's legal validity.
4. Should an order confirmation contain inaccuracies, the purchaser must notify Chempri of this within 24 hours of receipt of the order confirmation, failing which the details stated on the order confirmation will be considered correct.
5. Should the content of the order confirmation derogate from these general terms and conditions, the content of the order confirmation will prevail.

Article 4 – Prices and payment

1. All prices stated are fixed and excluding turnover tax, unless otherwise stated.
2. The prices offered are excluding shipping or transport costs, unless otherwise stated.
3. On conclusion of the agreement and thereafter, Chempri is entitled to demand down payment or payment in advance from the purchaser. A delivery obligation on Chempri's part only arises once this payment or down payment has been made.
4. The payment term of Chempri's invoices is 30 days, unless otherwise agreed. The purchaser is obliged to pay the invoice amount within this term without any reduction or setoff by making a deposit to an account number specified by Chempri.
5. Should the purchaser fail to meet his payment obligation in a timely manner, he will be in default due to the mere expiry of the payment term, without any warning or notice of default being required. In such case, the purchaser will forfeit default interest to Chempri of 1.5% per month on the amount owed, where part of a month will be considered a full month.

The liability to pay default interest does not adversely affect Chempri's right to terminate the agreement 10 days after the date on which the purchaser has entered into default, in which case the purchaser is liable for any damage suffered by Chempri, including

that consisting of loss of profits, legal and other costs, and the actual costs incurred in any proceedings, this being fixed at a minimum of 25% of the invoice amount, excluding turnover tax.

6. Should the purchaser fail to meet the payment obligation or to do so in a timely manner, the costs of collection are at the purchaser's expense. Where this concerns extrajudicial costs alone, these are fixed at 15% of the invoice amount, with a minimum of € 115, plus any turnover tax.

Article 5 – Delivery

1. The delivery times stated by Chempri in the quotation, agreement or elsewhere are approximate, and determined on the basis of the details and circumstances known to Chempri at the time of statement. The delivery date agreed or stated is never a final deadline, unless expressly agreed otherwise.
2. Chempri delivers the products on an ex works (EXW) basis at Raamsdonksveer, unless otherwise agreed.
3. Should the purchaser refuse to take delivery of products or services offered for delivery, those products and services will be considered to have been delivered and the purchaser will owe Chempri the price for them from then on, as well as being obliged to pay Chempri for any damage Chempri suffers and additional costs it incurs as a consequence of the refusal.
4. Chempri is entitled to make partial deliveries.
5. Where the products and/or services sold are delivered on a call-off basis, the purchaser must allow the calling off to occur in such a way that within 6 months of the agreement's conclusion, all products have been completely called off, unless another call-off deadline has been agreed in writing.

Article 6 – Risk transfer, inspection and retention of title

1. From the time of delivery on, the products are at the purchaser's risk, even if ownership of the products at that time has not yet transferred to the purchaser.
2. The purchaser is obliged to check immediately after delivery whether the products delivered comply with the agreement. In this context, the purchaser must check whether the correct products have been delivered in the correct quantities and if the products delivered are sound and undamaged. The purchaser must inform Chempri in writing within 48 hours of any anomalies identified in terms of type, quantity or quality, failing which the products are deemed to have been delivered in accordance with the agreement. In case of any complaints beyond the deadline, the purchaser will have to demonstrate that the nonconformity in question already existed at the time of delivery.
3. Should the complaint on the purchaser's part referred to in paragraph 2 prove justified, unless agreed otherwise in writing, Chempri will supply new products and/or services as quickly as possible, in which case Chempri will not be liable for compensation towards the purchaser.
4. As long as the purchaser fails to pay the full invoice amount plus interest and costs, Chempri will retain the right of ownership of the products delivered. Where such is the case, the purchaser is obliged to provide Chempri with access to the products at any time it wishes, in order that it be able to exercise its retention of title unhindered. Should, despite the retention of title vested in Chempri's products, the purchaser transfer them, make them available for use or establish a security interest on them, and/or go into liquidation/bankruptcy or be granted suspension of payment, or should the products be attached, the purchaser must inform Chempri hereof immediately in writing. Should it fail to meet this obligation, it will incur an immediately payable penalty in respect of Chempri of three times the unpaid invoice amount.

Article 7 – Defects, time limit for lodging a complaint and guarantee

1. Unless otherwise agreed and subject to the provisions of article 6, paragraph 2, Chempri warrants that the products it supplies comply with the agreement and are free of manufacturing and material defects.
2. The purchaser must notify Chempri in writing of any complaints regarding defective products within 8 days of the discovery of such defects, or risk forfeiting the warranty.
3. Among the defects which the warranty does not cover are those which arise or have arisen as a result of the following:
 - failure to observe storage conditions and regulations;
 - damage;
 - other non-standard use.
4. Chempri's warranty obligation is limited at all times to either the free of charge replacement of the defective product or refund of the invoice amount, depending on what Chempri decides. In either case, Chempri is under no obligation of any kind whatsoever in respect of any further compensation.
5. The purchaser must keep the defective product available for inspection on the part of Chempri. Should the purchaser's complaint be found to be justified, he must keep the defective product available for Chempri free of charge, following which Chempri will collect the defective product from the purchaser.
6. Once Chempri has met its warranty obligation, the defective product becomes its property.
7. Chempri is not bound to any warranty during any period in which the purchaser has not met his payment obligation in full.
8. No complaint may ever entitle the purchaser to suspend or offset the payment of a due and payable invoice.

Article 8 – Liability

1. Except in case of wilful misconduct or gross negligence, Chempri is in no way liable for damage arising from the products or services it supplies and/or any failures in its performance of the agreement. Chempri's liability never extends further than the warranty obligations referred to in article 7, and is limited to a maximum of five times the amount of the net value of the invoice in question.
2. The purchaser indemnifies Chempri against any third-party damage claims submitted against Chempri in relation to products sold or services provided to the purchaser by Chempri.
3. If and to the extent to which Chempri is not able to rely on the exonerations included in this article, claims against Chempri will never be possible for any amount higher than that which will be paid out by its business liability insurer in the case in question.

Article 9 – Termination

1. Chempri is entitled to terminate the agreement with the purchaser extrajudicially either in part or in full, without being obliged to pay any compensation, if:
 - the purchaser fails to meet any obligation under this agreement, or to do so in a timely manner or adequately, and having received notice of default, defaults in relation hereto;
 - any property of or claims on the part of the purchaser are attached;
 - the purchaser goes into liquidation, requests suspension of payment, or is dissolved or wound-up;
 - the purchaser goes bankrupt, falls under the Debt Restructuring (Natural Persons) Act, is placed under administration, or dies.
2. Should a ground such as that referred to in paragraph 1 arise, Chempri's outstanding claims will become immediately due and payable.

Article 10 - Force majeure

1. Force majeure is defined as circumstances for which Chempri may not be held responsible which prevent performance of the agreement. This in any case includes:

war, natural disaster, strikes at Chempri or its suppliers, a general lack of raw materials or semi-finished products, unforeseeable business interruption or delay on the part of suppliers or third parties, transport problems, fire damage, loss or damage resulting from wilful damage and water damage at Chempri or suppliers, and government measures such as import and export prohibitions.

2. Should a situation of force majeure occur, Chempri is entitled to suspend implementation of the agreement.
3. Should the situation of force majeure continue for longer than three months, both parties are entitled to terminate the agreement. In such case, neither party is obliged to pay any compensation.

Article 11 – Intellectual property

1. All copyrights and intellectual property rights in respect of descriptions, designs, models, images, quotations as well the information on which these are based are and will remain the exclusive property of Chempri, regardless of whether these have been charged for.
2. The purchaser may not copy, use, show, make available or otherwise supply to any third party in any other way the documents referred to in paragraph 1, without Chempri's prior written consent.

Article 12 – Privacy and processing of personal data

1. Chempri processes the purchaser's personal data for the following purposes:
 - the conclusion and implementation of the agreement;
 - the maintenance of contact with the purchaser;
 - Chempri's carrying out of market research, sales activities and direct marketing;
2. Chempri will take appropriate technical and organisational measures in order to secure the purchaser's personal data against loss and unlawful processing.
3. By entering into the agreement, the purchaser agrees to Chempri's processing of the personal data. The purchaser may withdraw this permission at any moment it wishes, except where doing so would make implementation of the agreement impossible.

Article 13 – Applicable law and disputes

1. Dutch law applies to all offers and agreements between Chempri and the purchaser.
2. All disputes arising from agreements entered into with Chempri will be settled by the competent court in Breda, to the exclusion of other courts.