

1. Scope of validity

These terms and conditions apply to all offers by and orders to QMEA Chemical Solutions B.V. (**vendor**) relating to all deliveries and related services provided by the vendor to its customers (**purchaser**), as well as to all agreements with purchaser with respect thereto. The applicability of conditions of the purchaser is herewith expressly excluded. These terms and conditions also apply to all future transactions between vendor and purchaser. Stipulations varying from these terms and conditions must be explicitly accepted in writing by the vendor, including in the event that the vendor acts as agent, or otherwise as an intermediary. The prevailing Incoterms apply to all matters not provided for in these terms and conditions. The vendor is entitled to amend these terms and conditions at any point in time. If any provision of these general terms and conditions shall be held invalid or non-binding, or shall be annulled, the other provisions of these general conditions remain in full force and effect. In such event, the vendor shall replace the invalid, non-binding or annulled provision by a valid provision which expresses the initial meaning of the vendor as much as possible.

2. Quotations and acceptance

All offers made by the vendor are without obligation. Unless the contrary is proved by the purchaser, the vendor shall only be bound if it has accepted an order in writing or has begun implementation. Quotations submitted are valid until the date stated on the quotation, in the absence of which the vendor shall have the right to disclaim validity after 3 working days following receipt of the quotation.

3. Product specifications, samples and warranty

3.1 Unless otherwise agreed upon in writing, the products shall comply in all material respects with the product specifications of the vendor.

3.2 Samples shall only be binding if they have been explicitly agreed upon as such in writing.

3.3 All information recorded in price lists, general information with regard to products and shelf life, including catalogues, brochures, pictures, diagrams etc., as well as similar disclosed data are only binding if and insofar as explicitly agreed upon as such in writing.

4. Advice

Should any advice be given by the vendor, this is done to the best of the vendor's knowledge. Data and information on the suitability and use of the product do not discharge the purchaser from its duty to conduct any and all reasonable inspections and tests.

5. Delivery

5.1 Unless explicitly agreed otherwise, delivery will take place ex works according to the latest version of the Incoterms. Delivery dates set by or agreed upon are by approximation only and shall not be considered as firm or fixed deadlines (in Dutch: *fatale termijnen*). The vendor shall only be in default after a written notice of default is given by the purchaser providing the vendor a reasonable period for remedying its performance and such notice remains without effect.

5.2 Any delivery periods start on the date on which the agreement is concluded, all documents and data to be provided by the purchaser are received by the vendor and any possible advance payments or security for the benefit of the vendor are received by the vendor.

5.3 Delivery dates will be extended by the time that the implementation of the agreement is delayed by force majeure.

5.4 Vendor is entitled to deliver in parts. Each partial delivery by vendor will be deemed an independent delivery with respect to the applicability of these conditions.

5.5 Failure to supply the products within the delivery period does not entitle the purchaser to additional or substitute damages, nor to non-fulfilment by it of any of its own obligations arising from the agreement, irrespective the purchaser's sight to payment of a delay penalty, if any. The purchaser is, however, entitled to rescind the agreement by means of a written declaration, if and insofar as after the aforementioned failure, the vendor still fails to supply the products within a reasonable period as agreed to with the purchaser in writing.

6. Prices

Unless otherwise agreed upon, the prices quoted by or agreed with the vendor shall be net prices, therefore exclusive of VAT and exclusive of any possible import or export duties and are only valid for delivery in accordance with article 5. They shall furthermore not include costs of packaging, loading, transport, unloading, insurance and/or other services, unless agreed otherwise.

In the event vendor undertakes to carry out the packing, loading, transport, unloading, insurance or other services and no price has been expressly agreed in that respect, the vendor shall be entitled to charge the purchaser the rates normally charged by the vendor for such services.

Prices set by or agreed to with the vendor are based on the cost price at the time of the offer or acceptance of an order by the vendor. If the cost price increases thereafter, the vendor is entitled to charge the purchaser a corresponding price increase.

7. Payment and failure to pay

7.1 Unless otherwise agreed upon, payment shall be made within thirty (30) days after the invoice date and without any deductions or discount and without any setoff. If the purchaser fails to pay any amount due in the manner described in this article, it shall be in default without prior notice of default. Default of the purchaser with any payment obligation shall be considered to be a material violation of the obligations under the agreement.

7.2 As from the date on which the purchaser is in default until the date of payment in full, overdue payment interest shall be due at 8%-points over the basic interest rate announced by the European Central Bank per year on the aggregate amount outstanding. All judicial and extrajudicial cost incurred by the vendor as a result of the purchaser's defaults shall be paid by the purchaser. The extrajudicial costs amount to at least fifteen percent (15%) of the aggregate amount outstanding (including interest accrued).

7.3 Claims of the purchaser do not suspend the payment obligations of the purchaser. Payments shall be made in euros only.

8. Security

In case of reasonably supportable doubts with regard to the solvency of the purchaser, in particular when the purchaser continues to default in payment, the vendor may, subject to more far-reaching claims, revoke earlier terms of payment granted and demand a down payment and/or provision of sufficient security for subsequent deliveries.

9. Risk and title

The risk shall pass to the purchaser in accordance with the respective Incoterm.

The vendor retains title to and ownership of the goods until such time as the purchase price (including any interest accrued) has been paid in full by purchaser to vendor. Until such time as the vendor retains the right of ownership of the goods sold, the purchaser may solely have the goods sold for processing purposes, or for reselling in the ordinary course of business.

Any industrial or intellectual property right to or associated with the products and/or any services related thereto shall remain with the vendor or with third parties entitled thereto and shall never be transferred to purchaser.

10. Force Majeure / Releasing circumstances

An "Event of Force Majeure" means any event or circumstance which occurs outside the reasonable control of the vendor, for instance natural disasters, war, labor disputes, pandemics, excessive absenteeism of staff due to illness, shortage of raw materials and energy, traffic and business disruptions, damage caused by fire and explosions, government interventions and lockdowns, and production or delivery interruption at any of vendor's suppliers. An Event of Force Majeure releases the vendor from its contractual obligations for the duration of the disturbance and in accordance with the extent of the consequences for the vendor. This also applies if the events and circumstances (i) render the execution of the transaction in question durably uneconomical for the vendor or (ii) have occurred at the suppliers of the vendor. In the event that the circumstances referred to continue for a period exceeding 3 months, the vendor shall have the right to dissolve the agreement with immediate effect by means of a written notification to purchaser, without any compensation being due.

11. Non-performance

In the event that purchaser fails to comply with essential obligations or fails to do so in good time or properly, as well as in the event of a moratorium on payments, bankruptcy or involuntary liquidation of the company of the vendor or purchaser, the vendor shall have the right to unilaterally dissolve the agreement, wholly or in part, without further notice of default and without judicial intervention, or to suspend the execution thereof, wholly or partially, all without being obliged to pay any damages whatsoever, and without prejudice to any other rights of the vendor. All debts owed by the purchaser to the vendor shall be forthwith due and payable in full.

12. Compliance with statutory provisions

If not otherwise agreed upon in the actual transaction, the purchaser shall be responsible for compliance with the statutory provisions relating to importation, transport, storage, use of the product and anti-corruption and it shall strictly observe national and international governmental expert, import and user restrictions. The purchaser shall hold harmless and indemnify the vendor with respect to damage suffered by the vendor as a result of any violation of these restrictions.

13. Rights of the purchaser in the event of defects

13.1 The purchaser is obliged to inspect the goods sold and the packaging material within eight (8) working days of receipt of the goods. Any defects, nonconformity and/or shortcomings (hereinafter also jointly referred to as defects) discovered during this inspection, as well as any defects discovered later during use or processing, must be made known to the vendor, in writing, within three (3) working days after having been discovered, failing which any claim on the vendor in relation to such defects will lapse.

13.2 In the event of any defects which appear during the guarantee period set forth in article 13.3, the vendor will either redeliver the respective products at no costs, or repair such products at no cost, or credit the purchaser as far as is reasonable in whole or in part for the invoice value of such products, all this to the discretion of the vendor.

13.3 Unless explicitly agreed otherwise in writing, the guarantee period is six (6) months after delivery of the products.

13.4 The vendor is not liable for any defects caused by normal wear and tear, any conditions of storage (whether on the premises of the purchaser, a third party or vendor) or use by or an act, neglect or default of the purchaser or any other party.

13.5 The liability of the vendor for defects after delivery is limited to the fulfilment of the guarantee obligations of this article 13.

14. Liability

The vendor shall never be obliged to pay any substitute or additional compensation for damage, except if and insofar as the damage suffered was inflicted intentionally or caused by gross negligence of the vendor or its own employees.

Vendor's liability for indirect damages and/or consequential damages and/or trading loss and/or loss of turnover or profit, is, however, at all times excluded. Consequential damages in this article shall in all event include (but not limited to): loss of profits, loss of production, loss of use, loss of earnings and loss of operation and/or loss resulting from standstill.

In all cases in which the vendor is obliged to pay compensation for damage, this shall never exceed, at its discretion, either the net invoice value of the products or, if the damage is covered by insurance of the vendor, the amount which is actually paid in the matter by the insurer.

Vendor's liability will never exceed the provisions of these general terms and conditions whether the claims arise from agreements, the dissolving thereof, or otherwise such as a wrongful act.

15. Applicable law and competent court

This agreement is governed by the laws of the Netherlands, in combination with the United Nations Convention of 11 April 1980 (CISG) on Contracts for the Sale of Goods (Vienna Sales Convention), irrespective of whether the purchaser is established in a CISG member state or not.

All disputes arising in connection with the agreement between the parties or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one (1) arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be The Hague, the Netherlands. The proceedings shall be conducted in the Dutch language. The arbitral tribunal shall decide in accordance with the rules of law.

The vendor does, however, have the right to bring any matter before any other competent court, including the competent court where the purchaser is domiciled.