

## **General Conditions of Sale of Innovo Chemicals B.V.**

### **Article 1 General**

- 1.1 These General Conditions of Sale ("Conditions") comprise the basis on which Innovo Chemicals B.V., Startbaan 8,1185 XR, the Netherlands ("Innovo Chemicals") sells goods and/or services related to such goods (together the "Goods") and shall form an integral part of any Agreement. In these Conditions Innovo Chemicals and the counter party to any Agreement shall be referred to as "Seller" and "Buyer", respectively. Seller and Buyer may also be referred to as "Party" and together as "Parties". The term "Agreement" means the relevant Confirmation and these Conditions. "Confirmation" means the confirmation in writing by Seller to Buyer in relation to Buyer's order. Any order requires the issue of a Confirmation by Seller to Buyer in order to constitute an Agreement binding upon Seller.
- 1.2 No other general terms and conditions shall be applicable or supplement or set aside (any part of) these Conditions unless expressly agreed to by Seller in writing. The Seller explicitly reserves the right to modify these Conditions.
- 1.3 In case of any inconsistency between the English version of these Conditions and a version in any other language, the English version shall prevail.

### **Article 2 Delivery**

- 2.1 Delivery terms shall be set out in the Confirmation and be interpreted in accordance with the Incoterms 2010. In case no other delivery term is declared applicable in the Confirmation, delivery of the Goods takes place DDP Buyer's address as mentioned in the order for deliveries by road, or DDP Rotterdam for carriage by sea. In case of conflict between the Incoterms 2010 and the Confirmation, the Confirmation shall prevail. Unless otherwise agreed, deliveries shall take place evenly spread over any relevant contract period.
- 2.2 Any claim for demurrage by the trucking company, maritime carrier or container owner shall be to Buyer's account.

### **Article 3 Transfer of title**

- 3.1 The right of property in the Goods delivered shall remain vested in Seller until all monies have been paid in full ("Retention of title"). During the period the property is still vested in Seller, Buyer shall hold the Goods in trust for Seller. If Buyer fails to pay the purchase price of the Goods in accordance with the payment term stated on the invoice,

Seller shall have the right to repossess the Goods, without any prior notice being required.

- 3.2 In case the retention of title in the Goods delivered cannot or any longer be effected, the Buyer as security for proper payment of its obligations, herewith grants on the beforehand a pledge to Seller, which Seller accepts, on all the products owned by the Buyer and/or any claims or rights the Buyer has towards a third party holding these products for the Buyer.
- 3.3 Notwithstanding the aforementioned, Buyer shall be entitled to use and/or sell the Goods in the normal course of its business before the purchase price has been paid in full already. The risk of loss of or damage to the goods shall pass to Buyer on delivery in accordance with the agreed delivery term of Article 2.

#### **Article 4 Quantity**

Seller may supply an excess or deficiency of Goods of up to 0,5% of the weight or volume ordered and Buyer shall pay for the quantity so supplied. Unless proved incorrect, Seller's measurement of quantity shall be deemed to be the correct measurement of the quantity delivered. Only differences in net weight or volume, against invoiced quantity, in excess of 0.5% may be subject to quantity claims.

#### **Article 5 Payment**

- 5.1 The purchase price shall be paid, effectively in the currency referred to in the Confirmation, to the bank account of Seller in accordance with the payment terms stated on the invoice. If Buyer fails to pay any amount when due, then, without prejudice to any other right Seller may have:
  - a) a default interest of 1% per month on the amount outstanding shall become due;
  - b) all costs, including judicial, made in order to obtain payment by Buyer of the amount or amounts due, shall be for account of Buyer.
- 5.2 Amounts paid by Buyer shall be credited by Seller against the debts receivable by Seller from Buyer, including those pursuant to the previous paragraph, in the chronological order of the due dates of the debts.

## **Article 6 Liability**

- 7.1 No warranty is given and no representation is made by Seller, whether express or implied, as to the usefulness, sufficiency, merchantability or fitness for any purpose whatsoever of the goods supplied, unless explicitly given respectively made in writing. The correctness of information provided by Seller regarding the quality, composition or possible applications of the goods is warranted only if such warranty is explicitly stated in the sales agreement.
- 7.2 Seller's liability shall not exceed the net sales price of the Goods concerned. Seller or any of its affiliates shall not be liable for any consequential loss or damage (including without limitation loss of production and loss of profit). Buyer shall indemnify Seller for any claims made against Seller by third parties who do business with Buyer directly or indirectly in relation to the purchase by Buyer of the Goods under the Agreement, arising as a result of the breach by Seller of any of its obligations

## **Article 7 Taxation**

All prices and/or tariffs are exclusive V.A.T., in Euro, unless specifically stated otherwise.

## **Article 8 Inspection, claims, notification**

- 8.1 Upon delivery of the goods or as soon as possible thereafter, Buyer shall inspect the same, by analysis or otherwise, exercising such care as is customary or appropriate in the circumstances.
- 8.2 Any claims concerning the quality or quantity of the goods delivered shall be submitted by Buyer to Seller in writing, specifying (i) the goods concerned, (ii) the date of purchase and (iii) the nature of the defect (Field Incident Report ("FIR"), within 3 working days from the date of receipt of the Goods.
- 8.3 Any claim needs to be supported by evidence from an independent expert or surveyor. Goods shall not be returned to Seller without prior written consent of Seller.

## **Article 9 Force Majeure**

- 9.1 Seller shall not be in breach if any obligation suffers from Force majeure. Force majeure shall include labor disturbances, delays in supply of raw materials, and other circumstances as described in Article 79 of the United Nations Convention on the International Sale of Goods ("Convention").

- 9.2 In the event that the Seller as a consequence of Force majeure does not have sufficient quantities of goods available to supply all its buyers, the Seller will have the right to choose which obligation(s) to meet and in which order, and/or to pro-rate the quantity of goods available between the various buyers. The Seller will not be required to purchase goods to replace its supplies so curtailed or to make use of other than its normal transportation and/or other facilities.
- 9.3 In the event of Force majeure lasting for more than three consecutive months, the Seller will be entitled to cancel the agreement(s) between Parties without being obliged to pay any compensation to the Buyer.

### **Article 10 Confidentiality, Trademarks**

- 10.1 The Buyer undertakes to observe full confidentiality of everything which comes to his knowledge (in any way whatever) with regard to the Seller and the Seller's products in the broadest sense, therefore including but not limited to, ideas, processes, procedures, work, prices, customers, relations, know-how and intellectual property rights. This confidentiality obligation shall continue after termination of the agreement and relation between Parties.
- 10.2 The Seller reserves the right to provide the goods with his own name and trademark.

### **Article 11 Applicable Law, Competent Court**

- 11.1 In case of export sales the sales agreement shall be governed by and construed in accordance with the rules of the United Nations Convention on contracts for the international sales of goods of 1980 ("CISG"). The substantive law which is applicable in addition to the CISG is the law of the country where the Seller is located, i.e. Dutch law. In case of domestic sales the sales agreement will be governed by and construed in accordance with Dutch law.
- 11.2 All disputes with respect to any sales agreement regarding export sales shall be exclusively submitted to and finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of three arbitrators appointed under the Arbitration Rules. The place of arbitration shall be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.

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