

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

The general terms and conditions of sale and delivery of OQEMA B.V. (CoC no. 17012768), hereinafter referred to as: "OQEMA", having its registered office in (5692 AJ) Son at the Ekkersrijt 1301.

These general terms and conditions of sale and delivery were filed with the District Court for Oost-Brabant.

Article 1. Definitions

1. OQEMA: the party who sells and delivers products on the basis of these terms and conditions;
2. Buyer: the party to whom OQEMA sells and delivers products on the basis of these terms and conditions and/or with whom OQEMA is carrying on negotiations about the conclusion of an agreement;
3. Agreement: each and every agreement that is concluded by and between OQEMA and a buyer;
4. Product: the semi-finished products and/or chemicals that OQEMA sells and delivers.

Article 2. General / applicability of general terms and conditions

1. The following terms and conditions are applicable to any and all proposals, offers, negotiations and agreements concluded by OQEMA with a buyer in the course of which OQEMA delivers or hires our products.
2. A reference by the buyer to the applicability of its own (general) terms and conditions is not accepted by OQEMA, unless OQEMA expressly indicated otherwise in writing. The applicability of these kinds of other terms and conditions does, as the occasion arises, exclusively apply to the relevant agreement.
3. Deviations from these terms and conditions can exclusively be stipulated in writing.
4. In case of a discrepancy, specifically stipulated commitments shall prevail over these general terms and conditions.
5. If a provision of these general terms and conditions is invalid or annulled then the other provisions of these general terms and conditions remain in full force and effect without prejudice.

Article 3. Offers and prices

1. The offers submitted by OQEMA are subject to contract and are valid up to 30 days after the date of the same, unless indicated otherwise in writing. Any and all offers are subject to price changes.
2. The prices are quoted in euros (€), exclusive of taxes, including VAT, exclusive of empties / packaging and exclusive of transport costs, based on the prices that were communicated to the buyer upon acceptance of the order.
3. OQEMA reserves the right to change the prices at any time until the order has been confirmed.
4. When shipping orders, OQEMA applies an amount on account of transport costs, unless stipulated otherwise.
5. The prices quoted by OQEMA are calculated on the basis of the rates applicable at the time of the offers and can be changed by means of the order confirmation and can potentially be changed further if and to the extent that:
 - this takes place within six (6) months after it has accepted the order if and to the extent that the buyer (exclusively at its sole discretion) deems this to be justified on the basis of a

considerable increase in the prices of the raw materials used by OQEMA or in additional costs with which OQEMA is confronted in the delivery process;

- there is question of official interventions, including but not limited to official orders or policy lines, changes in taxes, rates, rebates and exchange rates; and/or

- there are unforeseen increases in the prices of raw materials due to, for instance, energy shortage, product shortage or disruptions in the production and an unforeseen increase in the import charges of products, if compliance with the contractual terms and conditions appears to be unattainable from a financial perspective.

6. In case of a conflict, the price adjustment that was established on the basis of the provisions set forth above shall prevail, or if the price has not been adjusted then the price included in the order confirmation shall apply, or if the latter does not include price details then the price included in the purchase order shall apply.

Article 4. Conclusion of agreements

1. An agreement is only concluded if an order is confirmed by telephone, email and/or online by means of an order confirmation and/or confirmation email. Commencement of actual implementation by OQEMA can also result in the conclusion of an agreement by and between OQEMA and the buyer. Hence, an agreement can be concluded by telephone and/or in writing and/or by email.
2. The offer of OQEMA is deemed to reflect the agreement between the parties correctly and completely.
3. Changes in the agreement are valid if they were stipulated in writing. After commencement of the agreement, changes communicated by the buyer are implemented by OQEMA if they were confirmed by OQEMA in writing.

Article 5. Cancellation

- a) In case of cancellation of the agreement due to causes attributable to the buyer, the buyer shall be held to compensate OQEMA for any and all reasonably costs incurred by the same as also for any and all financial consequences that OQEMA incurs on account of not implementing the agreement. The compensation amounts to at least 25% of the stipulated order (price), without prejudice to the right of OQEMA to claim full damages from the buyer.

Article 6. Payment

1. Barring written agreement to the contrary, the payments are effectuated upon application of the following terms and conditions:
2. The invoicing of OQEMA is subject to a payment term of 30 days after the date of the invoice, without deduction of a discount or settlement, by any name whatsoever, unless expressly stipulated otherwise in writing. Payment must take place at the office of OQEMA, or through remittance to one of the bank account numbers specified by OQEMA.
3. If the buyer fails to pay the invoice to OQEMA in a timely fashion then the buyer shall be in default by operation of law and shall therefore, without any announcement, warning or notice of default from the part of OQEMA being required. As the occasion arises, from the date of default the buyer shall be liable to pay OQEMA the statutory commercial interest rate (pursuant to Section 119a of Book 6 of the Dutch Civil Code).
4. The payments effectuated by the buyer are always first applied to the satisfaction of any and all payable costs and interests and then to the settlement of the oldest invoices due and payable, even if the buyer indicates that the payment is related to a later invoice.
5. OQEMA is entitled to compensation for any and all costs associated with the collection of its claim in respect of the buyer. OQEMA is entitled to forthwith outsource its claim in respect of

an outstanding invoice to a third party. Any and all (extra-)judicial costs to arrive at collection of the claim are expressly at the expense of the buyer in full. The extrajudicial costs are based on the Dutch Extrajudicial Collection Costs (Standards) Act and the thereto-pertaining graduated rates.

6. Each and every amount that is mentioned on an invoice and that has not been paid on the due date shall, moreover, automatically and without prior notice, if a relevant registered letter is sent, entitle OQEMA to suspend the implementation of any and all pending agreements with the buyer, up to payment in full of the payable amounts, as well as to rely on its reservation of title.
7. If the payment does not take place within five (5) working days after the date established in a notice of default that remains without effect then OQEMA can, if so required, automatically rescind the sale and OQEMA can, by registered letter or in preliminary injunction proceedings, claim the return of the delivered products, without prejudice to an additional claim for damages. The rescission shall not only regard the relevant agreement, but also any and all previous agreements that remain unpaid, irrespective of the fact whether the corresponding performances have already been delivered or must be delivered and irrespective of the fact whether their payment has fallen due.
8. The buyer expressly waives any right to set off any recovery or counterclaim on its part. Payments cannot be postponed on account of claims of the buyer in respect of OQEMA of any nature whatsoever.

Article 7. Suspension, rescission and termination

1. OQEMA can terminate the agreement between OQEMA and the buyer with immediate effect by means of a written notice if the buyer does not pay a certain invoice according to these terms and conditions or if during the term of this agreement a change of control occurs in respect of the buyer or if the buyer repeatedly or essentially breaches the agreement. If the buyer is declared to be insolvent then any and all pending agreements between the buyer and OQEMA are terminated with immediate effect.
2. OQEMA is entitled to suspend the implementation of the agreement until further notice or to rescind the agreement, either in whole or in part, if one of the following situations occurs. The latter does not require a notice of default or judicial intervention, nor shall OQEMA be liable to pay any compensation or provide any warranty, if:
 - a) the buyer does not comply with the obligations pursuant to the agreement(s) concluded with OQEMA or not in a timely fashion and/or not completely;
 - b) there is reasonable doubt as to whether the buyer is able to comply with the obligations that derive from the agreement(s) with OQEMA;
 - c) there is question of insolvency of the buyer, suspension of payment of the buyer, debt management or discontinuation, liquidation or full or partial transfer of the business of the buyer.

Article 8. Packaging terms and conditions

1. General packaging terms and conditions:
 - a) Sold packaging is not taken back, unless expressly stipulated otherwise in writing.
 - b) If OQEMA delivers products to the buyer then OQEMA ensures that any and all packaging in the form of jugs, drums, boxes, packing cases, containers, etc. is suitable to protect the products against damage during the delivery. OQEMA cannot be held liable for any losses or damages whatsoever, if the said packaging is used for the further transport of the products or other, loose products. The buyer is fully responsible for each and every follow-up transport.

- c) OQEMA or its manufacturers or suppliers provide written instructions and/or recommendations to the buyer for the safe use of products and packaging as delivered by OQEMA. OQEMA shall never be liable for losses, costs or other complaints due to the fact that the buyer deploys its own containers or in case the the buyer does not use the products and packaging according to the written safety instructions.
- 2. Terms and conditions for packaging on loan:
 - a) With the exception of the packaging that was sold to the buyer or that cannot be reused, the packaging of the products are delivered to the buyer on loan. When the buyer places its order, the buyer shall indicate whether or not it intends to purchase the packaging of the ordered products. The returnable deposit of the packaging is charged exempt from VAT. Costs of use ("COU") in connection with wear and tear and cleaning of the packaging are charged to the buyer inclusive of VAT. All of the aforementioned amounts must be paid at the same time and on the basis of the same terms and conditions as the ordered products.
 - b) The packaging delivered on loan always remains the property of OQEMA.
 - c) The packaging delivered on loan is delivered free from further costs, both inward and outward, provided that the packaging is presented for return to our drivers completely empty, unpolluted, not broken and complete with closing and original label. Packaging can never be used for other purposes and is exclusively taken back carriage paid upon delivery of a new order. In the event that the aforementioned conditions are not respected then OQEMA reserves, as the occasion arises and at its sole discretion, the right to pass on the following costs to the buyer:
 - (I) the complete price of the packaging with VAT as well as the costs of the destruction of the packaging; or
 - (II) the additional cleaning costs of the packaging in case the said costs would exceed the previously invoiced amounts. The aforementioned destruction or cleaning costs shall be deducted from the returnable deposit. However, if the said costs would exceed the amount of the returnable deposit then the remaining amount of the destruction or cleaning costs shall be passed on to the buyer.
 - d) The packaging must have been returned to the warehouse of OQEMA free of charge and within a time limit of three hundred and sixty-five (365) days after the date of delivery, or must have been presented to the driver of OQEMA who carries out a delivery to the buyer. After expiry of this time limit OQEMA shall no longer be held to take back the packaging and it shall not be held to repay the returnable deposit to the buyer.
 - e) After receipt and acceptance of the returned packaging by OQEMA, the buyer shall be repaid with a credit note in accordance with the oldest refundable deposit.
 - f) Only packaging of OQEMA shall be taken back. In no instance whatsoever shall OQEMA take back packaging (a) that exceeds the amount of packaging delivered by OQEMA, (b) that was not delivered by OQEMA, or (c) that is returned beyond the aforementioned time limit, unless expressly stipulated otherwise and confirmed in writing to the buyer by OQEMA.

Article 9. Warranties

1. In conformity with the agreement, OQEMA is only held to deliver the products. OQEMA expressly waives each and every other (express or implied) warranty to the extent that this is legally permitted. The buyer implemented any and all measures in order to inform itself of the suitability of the products delivered by OQEMA for its products, applications, and production methods. The buyer is fully responsible for the use of the products and bears any and all (in-)direct consequences of the same, in respect of which OQEMA does not provide any warranty whatsoever. OQEMA ensures that products, at the moment of delivery, comply with the sales specifications supplied by OQEMA, unless expressly stipulated otherwise.
2. The warranty of OQEMA is not applicable to visible defects.

3. The recommendations for the use of the products and technical advice that OQEMA provides in writing or orally or that derive from tests conducted by OQEMA are based on the knowledge that OQEMA has at that time. OQEMA warrants, neither expressly nor implicitly, that the recommendations or obtained results are valid.
4. OQEMA shall not be liable for connections of products with other products, unless OQEMA expressly confirmed in writing that products are suitable for the mixing with other products. The buyer is fully and exclusively responsible for the inspection as to whether the products and the packaging are suitable for the mixture created by the buyer and the transport of the same.
5. In case the condition of the delivered products or services is such that it (in consideration of the content of these general terms and conditions) gives or could give the buyer cause to file a claim, terminate the agreement or reject products or services, the buyer must first request OQEMA to repair the products or to deliver suitable alternative products, or credit the price paid for the products or services to which the claim is related.
6. In the event that OQEMA opts for repair, delivery of suitable alternative products or services or proceeds with a refund of the purchase amount paid by the buyer, the buyer shall be held to accept the said repaired or alternative products or services, or the refund of the purchase price, after which OQEMA shall be indemnified against any costs or damages of any nature whatsoever occurring in relation to the said products or services.

Article 10. Risks associated with the delivery and the transport

1. Delivery periods
 - a) The period when the products are delivered or the services are performed is specified as accurately as possible, but only applies approximately and is not part of the agreement. The deliveries are only performed to the extent that the products are available. The transgression of a delivery period shall not give cause to damages or compensation. In the event that OQEMA cannot deliver the products at the stipulated time then OQEMA shall make any and all reasonable efforts to notify the buyer of the delay. Upon receipt of a relevant notice, the buyer agrees to agree on a new delivery date with OQEMA in good faith. If a delivery of the products is not possible or the parties cannot agree on a new date of delivery then the buyer shall be entitled to rescind the agreement and to seek an alternative at its own risk and expense.
 - b) If a situation of force majeure occurs that has continued for more than two months then OQEMA shall be entitled to rescind the agreement, either in whole or in part, without judicial intervention. In no instance whatsoever shall it be held to compensate the buyer for the damages incurred by the same. As the occasion arises, the buyer shall exclusively be entitled to repayment of potential advance payments.
 - c) The products shall be delivered by OQEMA at, or shall be sent for delivery to, the stipulated location or locations in the manner as determined in the order or as stipulated afterwards.
 - d) OQEMA shall only deliver the products in a timely fashion if the buyer complies with its obligations in respect of OQEMA in a timely fashion.
2. Risks associated with the delivery and the transport
 - a) If the transport is carried out with a vehicle of OQEMA then the risks of loss or of damage to the products and/or their packaging shall be at the expense of OQEMA and shall only transfer to the buyer as soon as the products are made available to the same, i.e. were removed from the delivery vehicle. OQEMA shall not be liable for losses, costs or other complaints in connection with the transfer of the products and containers / packaging from the vehicle to the storage location of the buyer. As the occasion arises, liability shall not be accepted for damages during the transport, unless the buyer notifies the establishment where the products were ordered or its usual representative within three (3) days after receipt of the products and the said notification is confirmed in writing within eight (8) days after receipt of the products. In case of discovery of invisible defects or defects that cannot reasonably be

determined then OQEMA must be notified within five (5) days after determination, however in no instance later than three (3) months after the date of delivery. If OQEMA is, in pursuance of this article, notified of damages to the products then OQEMA shall, exclusively at its sole discretion, repair or replace them. If OQEMA relies on external carriers then the risk of the products and/or the packaging transfers to the buyer at the moment of despatch from one of the warehouses of OQEMA, also if deliveries take place carriage paid.

b) In the event that the buyer picks up the products at OQEMA, OQEMA can inspect each and every vehicle used by the buyer to pick up the products. However, OQEMA shall not be liable for losses of or claims against the buyer as a result of the use of a defective vehicle.

c) In the event that the buyer does not immediately unload a bulk trailer that is used to deliver the products to the same, the buyer shall indemnify OQEMA against any obligation whatsoever, including obligations to pay waiting hours or similar payments due to the owner / operator of the tank lorry for the corresponding delay.

3. Quantity

a) OQEMA reserves the right to deliver more or less of the ordered products, subject to a maximum deviation of 5%. The buyer pays for the actually delivered quantity. The volume or weight is also subject to variations as a result of the normal manufacturing or packaging processes. The buyer must accept these kinds of variations up to a deviation of 5% of the specified volume or weight.

b) If the buyer does not accept one or more shipments of products delivered in accordance with the agreement then OQEMA shall be entitled to terminate the agreement, at its sole discretion.

4. Obligation to check

Upon delivery or receipt of the products the buyer must immediately check the following points:

a) Whether the products delivered by OQEMA or under the authority of OQEMA comply, in terms of chemical, biological composition and/or technical specifications and/or quality, with what the parties had agreed on;

b) Whether the chemical, biological composition, quality, type of the products delivered, technical specifications correspond with the indications on the packaging;

c) Whether the packaging of the products has not been damaged. Whether the packaging complies with the requirements that are by law imposed on the packaging of hazardous substances;

d) Whether OQEMA delivered the correct quantity.

If the buyer does not comply with the aforementioned obligation to check then the buyer shall be liable for any and all damages that derive from the same, both directly and indirectly. The buyer shall therefore indemnify OQEMA against any and all claims of third parties of any nature whatsoever.

5. Delivery

The buyer shall sign a delivery note "for receipt" from the availability of the products delivered by OQEMA. The receipt shall take place at the doorstep of the place of delivery. If the buyer requests the staff of OQEMA or the carrier of OQEMA to move the products inside or to perform any other act then the risk shall be at the risk and expense of the buyer.

Article 11. Use of the products

1. The buyer commits to use, transport, store and process the products whilst complying with (a) any and all applicable legislation and regulations with regard to the protection of the environment, the public health and the protection of people and properties, and (b) the safety instructions of the buyer. The buyer shall see to it that any and all of the aforementioned rules shall be observed by its members of staff.

2. The buyer shall comply with any and all safety data on the delivered products and ensure that its clients receive all the necessary information to use the products in the safest way possible.
3. The buyer commits to only sell the products to parties that are able to use, store, transport and process them in conformity with the most strictest safety rules.

Article 12. Reservation of title

1. The products delivered by OQEMA remain, wherever they may be located, the property of OQEMA as long as the buyer has not complied in full with all its obligations in respect of OQEMA, on any account whatsoever. Hence, deliveries take place subject to reservation of title. The above also applies in respect of claims due to a failure to comply with the agreement(s), and including interest and costs.
2. The buyer is deemed to hold the products of OQEMA until payment in full as intended above has taken place. Nonetheless, from the moment of delivery the buyer shall bear the risk of loss of or damage to the products, due to any cause whatsoever, and/or damage caused by these products.
3. OQEMA can always claim back the products of which the title has not been transferred to the buyer and the buyer gives OQEMA irrevocable consent to access the premises of the buyer, with or without vehicles, in order to determine that article 12 paragraph 2 is complied with, or to take back products of which the title has not been transferred to the buyer yet.
4. The buyer must forthwith inform OQEMA if third parties enforce a right on the products that are subject to the reservation of title of, if the buyer is aware of this, if third parties intend to enforce their rights in respect of the aforementioned products.
5. The buyer is held to store the products that were delivered subject to reservation of title with the necessary care and, where possible, as recognisable property of OQEMA. OQEMA acquires a non-possessory pledge in respect of these products, for which the buyer hereby already gives, as the occasion arises, irrevocable consent, and the latter for the value of the then (still) outstanding claims
6. OQEMA shall always be entitled to remove (have removed) the products delivered on the basis of the provisions set forth in this article from the buyer if the buyer does not comply with its obligations. The buyer shall lend cooperation in this.

Article 13. Limitation of liability

1. If the buyer carries out the inspection / check upon delivery of the products and the conformity checks, which it is held to carry out pursuant to these general terms and conditions, then the buyer shall exclusively be liable for any and all direct and indirect consequences that could have been avoided by the performance of the said inspection and checks. Equally, if the buyer accepts a product delivered by OQEMA but determines afterwards that the specifications do not correspond with the agreement, then the buyer shall no longer be entitled to submit a complaint regarding non-conformity of the said product. As the occasion arises, exclusively the buyer shall be liable for any and all direct, indirect or consequential damages caused by the product. OQEMA can by no means be held liable for the circumstances set forth above.
2. OQEMA or its suppliers provide the buyer with written instructions and/or recommendations regarding the safe use of the products and packaging resources of OQEMA (including crates, barrels, boxes, cases or carboys) as well as the other packaging types (additional copies are made available on request). OQEMA does not accept any liability whatsoever for losses, costs or claims of any other nature that are the result of the use of the own packaging resources of the buyer, or if the buyer does not use the products, containers or other packaging materials delivered by OQEMA in conformity with the written safety instructions and/or recommendations.

3. If OQEMA delivers products and containers / packaging materials then delivery takes place upon arrival at the stipulated location, prior to unloading: OQEMA does not accept any liability for damages, costs or other claims in connection with and as a result of the unloading of the products or moving of the same to the storage location at the premises of the buyer.
4. If the buyer uses mechanical tools when taking delivery of the products then the buyer shall be responsible for compliance with any and all user instructions as also for any and all procedures regarding safety, health and the environment. OQEMA does not accept any liability whatsoever for claims, losses, costs or damages cause at and from the moment of transfers at the premises of the buyer.
5. OQEMA shall only be liable for direct damages. Where permitted by the applicable legislation, OQEMA shall by no means be liable for any indirect or consequently damages (in pursuance of the agreement, by law, injustice including negligence, and otherwise). More specifically, OQEMA shall never be liable for lost profit or lost income, a decrease in value of goodwill, loss of use of facilities, costs of alternative products of a third party. Barring intent or intentional recklessness on the part of OQEMA, each and every liability for direct or indirect damages incurred during or as a result of the implementation of the agreement, or due to defects of products delivered by OQEMA, at the client or third parties is excluded. Indirect damages include but are expressly not limited to business losses, lost profit, intangible damages, demurrage, consequential damages (also with third parties), and other forms of financial losses, also including any and all potential claims of third parties, in the broadest sense of the word.
6. If and to the extent that OQEMA is liable for damages, the liability of OQEMA shall expressly be limited to the invoice amount of the shipment up to a maximum amount of € 25,000.00. The buyer is deemed to be adequately insured for the surplus.
7. If and to the extent that OQEMA is liable for damages, the liability of OQEMA shall expressly be limited to the amount that is paid out by the liability insurer. If the insurer does not proceed with payment then the liability of OQEMA is expressly limited to the invoice amount of the shipment / order up to a maximum amount of € 25,000.00. The buyer is deemed to be adequately insured for the surplus.
8. OQEMA shall not be liable for compensation for any damages if the buyer, at the moment that the harmful event occurs, fails to comply with an obligation in respect of OQEMA. The provisions set forth in the previous sentence are not applicable in case of intent or intentional recklessness on the part of OQEMA during the implementation of the agreement.
9. The buyer indemnifies OQEMA against potential claims of third parties on account of the products delivered by OQEMA. The possibility of filing a legal claim or instituting proceedings by the buyer in respect of OQEMA in respect or as a result of an agreement expires and/or becomes time-barred after a period of one year has lapsed after the buyer has been and/or could have been informed of the relevant cause.

Article 14. Reach

1. The buyer agrees to comply with all its obligations according to EU Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"). The buyer shall, specifically, communicate any and all new data about hazardous applications of the products to OQEMA, as well as the potential unsuitability of recommended risk control measures for substances and/or preparations.
2. For all the hazardous substances and preparations that fall under the scope of the REACH Regulation the buyer receives safety information sheets, to which one or more exposure scenarios can be added. The buyer must verify whether its present use of certain substances and/or preparations is covered by the corresponding safety information sheet and the exposure scenarios and whether the buyer complies with the conditions included in the relevant safety information sheet and the exposure scenarios.

3. The applications identified according to REACH do not form an agreement about the relevant contractual quality of the products or a certain application according to the agreement.
4. If the buyer intends to use hazardous substances and/or preparations beyond the conditions outlined in the corresponding exposure scenarios or if the use of the buyer is not covered by the said exposure scenarios then the buyer must notify OQEMA as soon as possible what application and/or user conditions it envisions. OQEMA shall then contact the corresponding supplier of the substance and/or the preparation in order to have the said special user conditions of the buyer covered. If the buyer uses the substance or the preparation beyond the conditions that are specifically outlined in the safety information sheet and the corresponding exposure scenarios then the buyer shall exclusively do so at its own risk and OQEMA rejects any liability whatsoever.
5. The buyer can also have a specific application of a hazardous substance registered and inform OQEMA of the registration reference so that it can continue delivering the hazardous substance for applications that were not included in the corresponding exposure scenario.
6. OQEMA cannot be held liable by the buyer if it cannot comply with its delivery obligations or not in a timely fashion, if this can be blamed on compliance with regulatory and statutory obligations in connection with REACH, caused by the respective notifications of the buyer.

Article 15. Complaints and time limits (right to complain)

1. If no explicit arrangements were stipulated between OQEMA and the buyer then the buyer can only claim a quality that is normal and common in the trade.
2. If it was stipulated between the parties that the quality shall correspond with a sample then the sample shall be decisive when determining the quality.
3. If upon delivery of the products the buyer discovers a defect and/or shortcoming then the buyer is held to notify OQEMA accordingly in writing within 3 days. If the buyer does not complain within 3 days after delivery then the buyer is deemed to have accepted the products.
4. The buyer must forthwith report potential shortages or damages of the delivered products and/or the packaging, which were present upon delivery, to OQEMA.
5. Complaints about the delivered quantity of products must be recorded by the buyer on the delivery note and/or transport document. Barring the aforementioned note the delivered quantity mentioned on the delivery note and/or transport document is deemed to be correct.
6. The buyer shall by no means claim and/or complain in respect of OQEMA in connection with shipments of products that have been opened or after the buyer has commissioned the products or a part of them, processed them or delivered them on to a third party.
7. Complaints shall not entitle the buyer to suspend its payment, whilst compensation is expressly excluded.
8. By signing for receipt of the delivery the buyer agrees with the completeness of the order and that the products were received in good order.
9. The buyer gives, if OQEMA deems this to be desirable, OQEMA the opportunity to have a verification conducted regarding the merits of the complaint by an expert to be designated by OQEMA, failing which any right to complain expires.
10. Complaints with regard to sent invoices can only be handled if they are submitted to OQEMA in writing within 8 days after the date of the invoice. If this time limit is not observed then the buyer shall be bound by the invoice amount and the complaint shall be unfounded. If the complaints appear to be founded then OQEMA can proceed with adjustment of the invoice amount. It is again noted that OQEMA is not held to handle a complaint as long as the buyer leaves an invoice for products delivered unpaid. The complaint shall not release the buyer from the stipulated payment obligation(s).

Article 16. Force majeure

1. For the purpose of this agreement there shall be question of force majeure on the part of OQEMA if OQEMA, after the conclusion of the agreement and/or the conclusion of the legal relationship, is prevented from complying with its obligations on account of the agreement or from complying with the preparation for the same as a result of war, threat of war, civil war, riots, wilful damage, fire, water damage, flooding, industrial action, lock-out, exclusion, import and export restrictions, official measures, defects of machines, failures in the power supply, all at the business of OQEMA and at third parties, from whom OQEMA must fully or partly purchase the necessary materials or commodities, as also during storage or during transport, whether or not in-company, and moreover as a result of any and all other causes, occurring beyond the control or area of responsibility of OQEMA.
2. If OQEMA cannot deliver, or if the delivery period is suspended, then OQEMA shall not be liable for damages of any nature whatsoever deriving from the same on the part of the buyer.
3. If a situation of force majeure occurs whilst the agreement has already partly been implemented then the buyer is held to pay the value of the products and/or performances delivered by OQEMA.
4. If force majeure has prevented OQEMA from delivering products and/or services during a period of two months then both parties shall be entitled to terminate this agreement with immediate effect by giving the other party written notice of the same.

Article 17. Compliance

The buyer:

(a) shall comply with any and all applicable legislation and regulations with regard to competition, anti-corruption, and anti-bribery, including - but not limited to - the Bribery Act 2010;

(b) shall, to guarantee uninterrupted compliance, during the term of the agreement work with its own rules and procedures and keep them up to date, including adequate rules and procedures regarding compliance with the provisions set forth in these terms and conditions.

Article 18. Miscellaneous

1. Intellectual property
Any and all trademarks, registered or unregistered design rights, copyrights, confidential information, e.g. colour schemes, know-how and other intellectual property rights of any nature whatsoever ("intellectual property") regarding any and all products to services delivered by OQEMA are owned by OQEMA and/or its suppliers. OQEMA reserves the right to always request the buyer to immediately discontinue the use of these kinds of trademarks or other intellectual property.
2. Waiver
If a party does not enforce strict compliance with a provision of these general terms and conditions or an agreement, or late, then this shall not imply that it waives these general terms and conditions or the agreement or that the general terms and conditions or the agreement otherwise changes. If a party does at any time waive a right according to these general terms and conditions or the agreement (a) then it does not waive any other right, (b) it does not entail a permanent waive, and (c) it does not waive the same right in other circumstances.
3. Assignment
The benefits of the agreement are specific to the buyer and cannot be assigned without the consent of OQEMA. A prohibited assignment shall be null and void. OQEMA shall be free to fully or partly assign, delegate or transfer an agreement and the obligations deriving from the same, either in whole or in part, to a third party. Any and all conditions and provisions of the

agreement have binding effect and shall be for the benefit of the parties, their successors and approved assignees.

4. Divisibility

If a provision of the agreement or these general terms and conditions is deemed to be, either in whole or in part, deemed to be unlawful, invalid, nullifiable, unenforceable or unreasonable by a court, tribunal or administrative institution then the other provisions of the agreement remain in full force and effect.

5. Changes

A change of the agreement or additional terms and conditions shall not be effective until OQEMA declared in writing to agree with the same.

Article 19. Applicable law

1. Any and all transactions and agreements to which these terms and conditions are applicable and the legal relationships deriving from the same are exclusively governed by Dutch law.
2. The provisions of the Vienna Sales Convention are not applicable and are expressly excluded.
3. Any and all disputes deriving from or in connection with an offer or agreement of or with OQEMA shall exclusively be settled by the competent court of the District Court for Oost-Brabant.
4. The Incoterms, as adopted by the International Chamber of Commerce (I.C.C.) in Paris are applicable to the interpretation of international commercial terms.

Article 20. Closing provisions

1. OQEMA is authorised to make changes in these general terms and conditions. The said changes take effect at the time announced by OQEMA. OQEMA shall forthwith send the changed terms and conditions to the buyer.
2. The Dutch text and interpretation of these general terms and conditions shall always be decisive.