

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

The general terms and conditions of sale and delivery of OQEMA N.V. (VAT no. BE 0468.485.056), hereinafter referred to as "OQEMA", with its registered office in 3900 Pelt, Europalaan 37.

Article 1. Definitions

1. OQEMA: the party that sells and supplies products on the basis of these terms and conditions;
2. Purchaser: the party to whom OQEMA sells and supplies products on the basis of these terms and conditions and/or with whom OQEMA is negotiating about concluding an agreement;
3. Agreement: any agreement that is concluded between OQEMA and a purchaser;
4. Product: the semi-finished products and/or chemicals that OQEMA sells and supplies.

Article 2. General/applicability of general terms and conditions

1. The following conditions apply to all offers, quotations, negotiations and agreements entered into by OQEMA with a purchaser whereby OQEMA supplies or rents products.
2. Any reference by the purchaser to the applicability of its own (general) terms and conditions will not be accepted by OQEMA, unless OQEMA has expressly indicated otherwise in writing. The applicability of such other terms and conditions would then apply exclusively to that agreement.
3. Deviations from these terms and conditions can only be agreed in writing.
4. In the event of contradiction, special agreed obligations prevail over these general terms and conditions.
5. If any provision of these general terms and conditions is null and void or annulled, the other provisions of these terms and conditions shall continue to apply in full.

Article 3. Offers and prices

1. The quotations issued by OQEMA are without obligation and are valid up to 30 days after the date, unless stated otherwise in writing. All offers are subject to price changes.
2. The prices are stated in euros (€), excluding taxes such as VAT, excluding packaging and excluding transport costs, based on the prices communicated to the purchaser when accepting the order.
3. OQEMA reserves the right to change its prices at any time until the order has been confirmed.
4. OQEMA charges a fee for the sending of orders, unless otherwise agreed.
5. The prices stated by OQEMA are calculated according to the rates applicable at the time of the offers and can be changed by means of the order confirmation and may be further changed correspondingly if and insofar as:
 - this will be done within six (6) months after it has accepted the order if and insofar as the purchaser (at its sole discretion) deems this justified on the basis of a significant increase in the prices of the raw materials used by OQEMA, or of additional costs that OQEMA faces in the delivery process;
 - there is government intervention, including but not limited to government orders or policies, changes in taxes, fees, rebates and exchange rates and/or;
 - unforeseen increases in raw material prices due to, for example, energy shortages, product shortages or disruptions in production and an unforeseen increase in the import costs of

products, if compliance with the contract conditions proves unfeasible from a financial point of view.

6. In the event of a conflict, the price adjustment determined on the basis of provisions such as those described above shall prevail, or if the price has not been adjusted, the price indicated in the order confirmation shall apply, or if the latter does not contain any price information, the price indicated on the purchase order.

Article 4. Conclusion of agreements

1. An agreement is only concluded when an order is confirmed by telephone, email and/or online by means of a written order confirmation and/or a confirmation email. A start of actual execution by OQEMA can also bring about an agreement between OQEMA and the purchaser.
2. OQEMA's quotation is deemed to correctly and completely reflect the agreement between the parties.
3. Changes to the agreement are valid if they have been agreed in writing. After the start of the agreement, changes specified by the purchaser will be implemented by OQEMA if they have been confirmed in writing by OQEMA.

Article 5. Cancellation

In the event of cancellation of the agreement due to causes on the part of the purchaser, the purchaser is obliged to reimburse all reasonable costs incurred by OQEMA, as well as to compensate all financial consequences for OQEMA due to the non-execution of the agreement. The compensation shall amount to at least 25% of the agreed order (price), without prejudice to OQEMA's right to claim full compensation from the purchaser.

Article 6. Payment

1. Unless otherwise agreed in writing, payments are made subject to the following conditions:
2. OQEMA's invoicing is subject to a payment term of 30 days after the invoice date, without deduction of any discount or settlement by whatever name, unless expressly agreed otherwise in writing. Payment must be made at OQEMA's office or by transfer to one of the bank account numbers provided by OQEMA.
3. If the purchaser fails to pay the invoice to OQEMA on time, the purchaser shall be in default by operation of law and therefore without any notice, warning or notice of default on the part of OQEMA being required. From the moment of default, the purchaser owes interest of 1% per month on the amount due and a fixed compensation for the recovery costs, excluding the judicial recovery costs, of 10% and which will be a minimum of EUR 50.00 per invoice.
4. The payments made by the purchaser always serve in the first place to settle all costs and interest owed and in the second place to settle the oldest invoices due and payable, even if the purchaser states that the payment relates to a later invoice.
5. Any amount appearing on an invoice which has not been paid by the due date shall also give OQEMA the right, automatically and without prior notice, if a registered letter is sent for this purpose, to suspend the execution of all current agreements with the purchaser until the amounts due have been paid in full, as well as the right to invoke its retention of title.
6. If payment is not made within five (5) working days from the date specified in a notice of default which has remained without effect, OQEMA may, if desired, automatically dissolve the sale and OQEMA may request the return of the delivered products by registered letter or in

summary proceedings, without prejudice to any additional claim for damages. The dissolution will not only relate to the relevant agreement, but also to all previous unpaid contracts, regardless of whether the corresponding services have already been delivered or are to be delivered and irrespective of whether their payment is due.

7. The purchaser expressly waives any right to compensation with any recovery or counterclaim on its part. Payments may not be postponed due to claims of the purchaser against OQEMA of any kind.

Article 7. Suspension, dissolution and termination

1. OQEMA may terminate the agreement between OQEMA and the purchaser immediately by giving written notice if the purchaser does not pay a certain invoice in accordance with these conditions or if during the term of this agreement there is a change in control over the purchaser, or if the purchaser is persistently or materially in breach of contract. If the purchaser is declared bankrupt, all current contracts between the purchaser and OQEMA will be terminated with immediate effect.
2. OQEMA has the right to suspend the execution of the agreement until further notice or to dissolve the agreement wholly or partially the event that one of the following situations arises. The above does not require notice of default or judicial intervention, nor is OQEMA obliged to pay any compensation or guarantee in the event that:
 - a) the purchaser does not fulfil the obligations under the agreement(s) concluded with OQEMA properly, in a timely manner and/or fully;
 - b) there is reasonable doubt as to whether the purchaser is able to fulfil the obligations arising from the agreement(s) with OQEMA;
 - c) bankruptcy of the purchaser, suspension of payment of the purchaser, debt restructuring or shutdown, liquidation or full or partial transfer of the purchaser's business.

Article 8. Packaging conditions

1. General packing conditions:
 - a) Sold packaging will not be taken back, unless explicitly agreed otherwise in writing.
 - b) If OQEMA delivers products to the purchaser, it shall ensure that all packaging in the form of jugs, drums, boxes, containers, etc. are suitable to protect the products against damage during delivery. OQEMA cannot be held liable for any loss or damage if such packaging is used for the further transport of the products or other separate products. The purchaser is fully responsible for any subsequent transport.
 - c) OQEMA or its manufacturers or suppliers shall provide written instructions and/or advice to the purchaser for the safe use of product packaging such as supplied by OQEMA. OQEMA is never liable for losses, costs or other complaints caused by the fact that the purchaser uses its own containers or in case the purchaser does not use the products and packaging in accordance with the written safety instructions.
2. Conditions for loaner packaging:
 - a) With the exception of the packaging that has been sold to the purchaser or that cannot be reused, the packaging of the products is delivered on loan to the purchaser. At the time of placing an order, the purchaser will indicate whether or not it wishes to purchase the packaging of the ordered products. The deposit for the packaging is charged free of VAT. User costs ("UC"), in connection with wear and tear and cleaning of the packaging, will be charged to the purchaser including VAT. All the aforementioned amounts must be paid at the same time and under the same conditions as the ordered products.

- b) The packaging delivered on loan remains the property of OQEMA at all times.
- c) The packaging delivered on loan will be delivered free of further costs both outward and return, provided that the packaging is returned to our drivers completely emptied, unpolluted, not broken and complete with closure and original label. Packaging may never be used for other purposes and will only be returned free of charge upon delivery of a new order. In the event that the foregoing conditions are not respected, OQEMA reserves the right, where appropriate and at its own discretion, to pass on the following amounts to the purchaser:
 - (I) the full price of the packaging including VAT as well as the costs of destroying the packaging or;
 - (II) the additional cleaning costs of the packaging in the event that these costs exceed the previously invoiced amounts. The aforementioned destruction or cleaning costs will be deducted from the deposit. However, if these costs would exceed the amount of the deposit, the remaining amount of the destruction or cleaning price will be passed on to the purchaser.
- d) The packaging must be returned to the warehouse of OQEMA free of charge and within a term of three hundred and sixty-five (365) days after the date of delivery, or must be presented to the driver of OQEMA, who provides a delivery to the purchaser. After this period, OQEMA is no longer obliged to take back the packaging and it has no obligation to refund the deposit to the purchaser.
- e) After receipt and acceptance of the returned packaging by OQEMA, the purchaser will be refunded with a credit note in accordance with the oldest deposit.
- f) Only OQEMA packaging will be taken back. Under no circumstances will OQEMA take back packaging that (a) exceeds the quantities of packaging delivered by OQEMA, (b) that has not been delivered by OQEMA, or (c) that is returned outside the stated term, unless explicitly agreed otherwise and confirmed in writing to by OQEMA to purchaser.

Article 9. Guarantees

1. In accordance with the agreement, OQEMA is only bound to deliver the products. OQEMA expressly waives any other guarantee (explicit or implicit) to the extent permitted by law. The purchaser has taken all measures to ensure that the products supplied by OQEMA are suitable for its products, applications and production methods. The purchaser bears full responsibility for the use of the products and bears all (in)direct consequences thereof, for which OQEMA does not provide any guarantee. OQEMA ensures that products, at the time of delivery, comply with the sales specification provided by OQEMA, unless expressly agreed otherwise.
2. OQEMA's warranty does not apply to visible defects.
3. The recommendations for the use of the products and the technical advice that OQEMA gives in writing or verbally or which emerge from tests carried out by OQEMA are based on OQEMA's knowledge at the time. OQEMA does not guarantee, either explicitly or implicitly, that the recommendations or results obtained are valid.
4. OQEMA is not liable for compounds of products with other products unless OQEMA has explicitly confirmed in writing that products are suitable for mixing with other products. The purchaser bears full and exclusive responsibility for checking whether the products and packaging are suitable for the mixture composed by the purchaser and for transporting it.
5. In the event that the condition of the delivered products or services is such that (with due observance of the contents of these general terms and conditions) it gives rise or might give rise to a claim for damages, termination of the contract or rejection of products or services, the purchaser must first request OQEMA to repair the products or provide suitable replacement products, at the price paid for the products or services to which the claim relates.

6. In the event that OQEMA opts for repair, delivery of suitable replacement products or services, or proceeds to refund the purchase price paid by the purchaser, the purchaser is obliged to accept these repaired or replacement products or services, or the refund of the purchase price, after which OQEMA is indemnified against any costs or damage of any kind incurred in relation to these products or services.

Article 10. Risks associated with delivery and transport

1. Delivery times

- a) The time at which the products are delivered or the services are performed is stated as accurately as possible, but is only approximate and does not form part of the agreement. Deliveries are made only insofar as the products are available. Exceeding a delivery term will not be a ground for compensation or compensation. In the event that OQEMA cannot deliver the products at the agreed time, OQEMA will make all reasonable efforts to inform the purchaser of the delay. Upon receipt of such notice, the purchaser agrees to agree a new delivery date with OQEMA in good faith. If delivery of the products is not possible or if the parties cannot agree on a new delivery date, the purchaser has the right to dissolve the agreement and to look for an alternative at its own expense and risk.
- b) If a force majeure situation occurs that lasts longer than two months, OQEMA is entitled to dissolve the agreement in whole or in part without judicial intervention. Under no circumstances is it obliged to compensate the damage suffered by the purchaser. In that case, the purchaser is only entitled to a refund of any advance payments.
- c) The products will be delivered by OQEMA to, or sent for delivery to, the agreed place or places in the manner determined in the order or agreed afterwards.
- d) OQEMA will only deliver the products on time if the purchaser fulfils its obligations towards OQEMA on time.

2. Risks associated with delivery and transportation

- a) When the transport is carried out by an OQEMA vehicle, the risks of loss or damage to the products and/or their packaging remain for the account of OQEMA and these only pass to the purchaser once the products are made available to it, in other words, that they are removed from the delivery vehicle. OQEMA shall not be liable for any losses, costs or other complaints in connection with the transfer of the products and containers/packaging from the vehicle to the purchaser's depot. In that case, no liability will be accepted for damage during transport unless the purchaser notifies the branch office where the products were ordered or its usual representative within three (3) days of receipt of the products and such notification within eight (8) days after receipt of the products in writing. Upon discovery of latent or not reasonably detectable defects, OQEMA must be notified within five (5) days after discovery, but in no case later than three (3) months after the delivery date. If OQEMA is notified of damage to the products pursuant to this article, OQEMA will repair or replace them at its sole discretion. If OQEMA uses external carriers, the risk of the products and/or packaging is transferred to the purchaser from the moment of dispatch from one of OQEMA's warehouses, even if deliveries are made free of charge.
- b) in the event that the purchaser collects the products from OQEMA, OQEMA may inspect any vehicle that the purchaser uses to collect products. However, OQEMA shall not be liable for any losses or claims against the purchaser resulting from the use of a faulty vehicle.
- c) In the event that the purchaser does not immediately unload a bulk truck used to deliver the products, the purchaser shall indemnify OQEMA for any obligation, including but not limited to obligations to pay waiting hours or similar payments due to the owner/operator of the tanker for the corresponding delay.

3. Quantity

a) OQEMA reserves the right to deliver more or less quantity of the ordered products, with a maximum deviation of 5%. The purchaser pays for the actual quantity delivered. The volume or weight is also subject to variations due to normal manufacturing or packaging processes. The purchaser must accept such variations up to a deviation of 5% from the stated volume or weight.

b) If the purchaser does not accept the delivery of one or more batches of products delivered in accordance with the agreement, OQEMA shall have the right to terminate the agreement at its discretion.

4. Duty to Investigate

Upon delivery or receipt of the products, the purchaser must immediately notify the following points: to check:

a) Whether the products supplied by OQEMA or on behalf of OQEMA correspond in terms of chemical, biological composition and/or technical specification and/or quality with what the parties had agreed upon;

b) Whether the chemical, biological composition, quality, type of the delivered products, technical specification corresponds to what is stated on the packaging;

c) Whether the packaging of the products is not damaged. That the packaging meets the requirements set by law for the packaging of hazardous substances;

d) Whether OQEMA has delivered the correct quantity.

If the purchaser fails to comply with the above obligation to investigate, it is liable for all damage resulting from this, both direct and indirect. The purchaser will therefore indemnify OQEMA against all third-party claims of whatever nature.

5. Delivery

The purchaser will sign a delivery note "for receipt" from the moment the products delivered by OQEMA are made available. The receipt will occur at the doorstep of the place of delivery. If the purchaser requests the personnel of OQEMA or the carrier of OQEMA to bring in the products or to perform any other act, the risk will be borne by the purchaser.

Article 11. Use of the products

1. The purchaser undertakes to use, transport, store and process the products in compliance with (a) all applicable laws and regulations regarding the protection of the environment, public health and the protection of persons and property and (b) the purchaser's safety instructions. The purchaser will ensure that all the aforementioned rules are observed by its staff.
2. The purchaser will comply with all safety data on the delivered products and ensure that its customers receive all necessary information to use the Products in the safest possible way.
3. The purchaser undertakes to sell the products only to those who are able to use, store, transport or process them in accordance with the strictest safety regulations.

Article 12. Retention of title

1. The products delivered by OQEMA, wherever they may be, remain its property as long as the purchaser has not fully complied with all its obligations towards OQEMA, for whatever reason. Deliveries are therefore made subject to retention of title. The foregoing also applies to claims for failure to comply with the agreement(s) and including interest and costs.
2. The purchaser is expected to keep the products of OQEMA until full payment as referred to here has taken place. Nevertheless, from the moment of delivery, the purchaser bears the risk of loss or damage to the products, from whatever cause and/or damage caused by these products.

3. OQEMA may at any time reclaim the products whose ownership has not yet been transferred to the purchaser and the purchaser irrevocably authorizes OQEMA to enter the purchaser's territory, with or without vehicles, to determine for itself that Article 12 paragraph 2 is complied with by the purchaser, or to take back products whose ownership has not yet been transferred to the purchaser.
4. The purchaser must immediately inform OQEMA if third parties exercise a right over the products covered by the retention of title or, if the purchaser is aware of this, if third parties intend to exercise their rights over the aforementioned products.
5. The purchaser is obliged to keep the products delivered under reservation of title with the necessary care and, if possible, as the recognisable property of OQEMA. OQEMA will receive a non-possessory pledge with regard to these products, for which the purchaser already now grants its irrevocable consent, namely for the value of the (still) outstanding claims.
6. OQEMA is at all times entitled to remove or have the delivered products removed from the purchaser or its holders, on the basis of the provisions of this article, if the purchaser fails to fulfil its obligations. The purchaser will cooperate in this regard.

Article 13. Limitation of liability

1. If the purchaser **does not carry out** the inspection/check upon delivery of the products and the conformity checks, which it is obliged to perform under these general terms and conditions, the purchaser will be solely liable for all direct and indirect consequences that could have been avoided by carrying out such inspection and checks. Likewise, if the purchaser accepts a product supplied by OQEMA, but subsequently finds that the specifications do not correspond to the agreement, it no longer has the right to file a complaint for non-conformity of that product. In that case, the purchaser is solely liable for all direct, indirect or consequential damages caused by the product. OQEMA can in no way be held liable in the circumstances described above.
2. OQEMA or its suppliers will provide the purchaser with written instructions and/or advice regarding the safe use of OQEMA's products and packaging materials (including crates, barrels, boxes, cases or carboys) as well as other packaging types (additional copies will be made available on request). OQEMA does not accept any liability for losses, costs or claims of any other nature resulting from the use of the purchaser's own packaging materials, or when the purchaser does not use the products, containers or other packaging materials supplied by OQEMA in accordance with the written safety instructions and/or advice.
3. When OQEMA delivers products and containers/packaging materials to the purchaser, delivery takes place on arrival at the agreed location, before unloading; OQEMA accepts no liability for damage, costs or other claims in connection with and as a result of unloading the products or moving them to the storage location on the purchaser's premises.
4. When the purchaser uses mechanical aids upon receipt of the products, the purchaser is responsible for compliance with all instructions for use as well as all safety, health and environmental procedures. OQEMA accepts no liability whatsoever for any claims, losses, costs or damages caused on and from the point of transfer on Purchaser's premises.
5. OQEMA is only liable for direct damage. Under no circumstances shall OQEMA be liable for any indirect or consequential damages (whether under contract, law, tort including negligence, or otherwise). In particular, OQEMA shall never be liable for loss of profits or revenues, depreciation of goodwill, loss of use of facilities, costs of third-party replacement products. Barring intent or wilful recklessness on the part of OQEMA, any liability for direct or indirect damage incurred during or through the execution of the agreement, or due to defects in products delivered by OQEMA at the customer or third parties, is excluded. Indirect damage

is expressly but not exclusively understood to include trading loss, loss of profit, immaterial damage, non-current damage, consequential damage (also with third parties) and other forms of financial loss, including all possible claims from third parties, in the broadest sense of the meaning.

6. If and insofar as OQEMA is liable for any damage, OQEMA's liability is expressly limited to the invoice amount of the shipment up to a maximum amount of € 25,000.00. The purchaser is deemed to be adequately insured for the excess.
7. If and insofar as OQEMA is liable for any damage, OQEMA's liability is expressly limited to the amount paid out by the liability insurer. If the insurer does not pay out, OQEMA's liability is expressly limited to the invoice amount of the shipment/order
8. OQEMA is not liable for compensation for any damage if the purchaser fails to fulfil any obligation towards OQEMA at the time when the event causing the damage occurs. The provisions of the previous sentence do not apply if there is intent or deliberate recklessness on the part of OQEMA in the execution of the agreement.
9. The purchaser indemnifies OQEMA against any claims from third parties on account of the products delivered by OQEMA. The possibility to institute any legal claim or to institute any dispute by the purchaser against OQEMA with regard to or as a result of any agreement lapses or expires one year after the purchaser knew or could have known of the reason for the claim.

Article 14. REACH

1. The purchaser agrees to comply with all its obligations under the EU Regulation (EC) 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"). In particular, the purchaser shall notify OQEMA of any new information on hazardous uses of the products, as well as any unsuitability of recommended risk control measures for substances and/or preparations.
2. For all dangerous substances and preparations that fall under the REACH regulation, the purchaser receives safety data sheets, to which one or more exposure scenarios can be added. The purchaser must verify whether its current use of certain substances and/or preparations is covered by the corresponding safety data sheet and exposure scenarios and whether it complies with the conditions in the relevant safety data sheet and exposure scenarios.
3. The uses identified under REACH do not constitute an agreement on the respective contractual quality of the products nor a specific contractual use.
4. If the purchaser wishes to use hazardous substances and/or preparations outside the conditions described in the corresponding exposure scenario or if the purchaser's use is not covered by that exposure scenario, the purchaser must notify OQEMA as soon as possible of the use and/or conditions of use it has in mind. OQEMA will then contact the corresponding supplier of the substance and/or preparation to obtain the exposure scenario covering the purchaser's particular conditions of use. If the purchaser uses the substance or preparation outside the conditions specifically described in the safety data sheet and corresponding exposure scenario, it does so only at its own risk and OQEMA disclaims any liability.
5. The purchaser can also register a specific use of a hazardous substance itself and communicate the registration reference to OQEMA so that it can continue to supply the hazardous substance for uses that are not on the corresponding exposure scenario.
6. OQEMA cannot be held liable by the purchaser if it cannot fulfil its delivery obligations or not on time, if this is due to compliance with regulatory and legal obligations in connection with REACH, caused by the respective notices of the purchaser.

Article 15. Complaints and terms (right of complaint)

1. If no explicit agreements have been made between OQEMA and the purchaser, the purchaser can only make claims to a quality that is normal and customary in the trade.
2. If the parties have agreed that the quality will be in accordance with a sample, the sample will be decisive in determining the quality.
3. If the purchaser should discover a defect or shortcoming upon delivery of the products, the purchaser is obliged to inform OQEMA of this in writing within 3 days. If the purchaser does not complain within 3 days after delivery, the purchaser is deemed to have accepted the products.
4. The purchaser must immediately report any shortcomings or damage to the delivered goods and/or the packaging that are present on delivery to OQEMA.
5. Complaints or comments regarding the delivered quantity of products must be noted by the purchaser on the delivery note or transport document. Subject to the aforesaid note, the quantity delivered on the delivery note or transport document is deemed to be correct.
6. Under no circumstances will the purchaser make any claim or make any complaint against OQEMA on batches of products that have been opened or after the purchaser has put the products or part of them into use, modified them or delivered them to a third party.
7. Complaints or comments do not entitle the purchaser to suspend payment, while compensation is expressly excluded.
8. By signing for receipt of the delivery, the purchaser agrees with the completeness of the order and that the products have been received in good order.
9. The purchaser undertakes, if OQEMA deems it desirable, to give OQEMA the opportunity to have a verification carried out into the merits of the complaint by an expert to be appointed by OQEMA, failing which any right to complain will lapse.
10. Complaints regarding invoices sent can only be handled if they are submitted to OQEMA in writing within 8 days of the invoice date. If this term is not observed, the purchaser is bound by the invoice amount and the complaint is unfounded. If the complaints prove to be well-founded, OQEMA may proceed to adjust the invoice amount. Here too, OQEMA is not obliged to handle a complaint as long as the purchaser leaves any invoice for learned matters unpaid. The complaint does not release the customer from the agreed payment obligation(s).

Article 16. Force majeure

1. In the context of this agreement, *force majeure* exists on the part of OQEMA if, after entering into the agreement or the legal relationship, OQEMA is prevented from fulfilling its obligations under this agreement or from preparing to fulfil its obligations as a result of war, the threat of war, civil war, riots, acts of war, fire, water damage, floods, strikes, sit-ins, lockouts, import and export restrictions, government measures, defects in machinery failures in the supply of energy, and all this applies both at the company of OQEMA and at third parties, from whom OQEMA has to obtain all or part of the necessary materials or raw materials, as well as during storage or during transport whether or not this is under own management and furthermore due to all other causes, outside the fault or sphere of risk of OQEMA.
2. If OQEMA cannot deliver, or if the delivery term is suspended, OQEMA is not liable for damage of any nature whatsoever resulting from this for the purchaser.
3. If a *force majeure* situation occurs while the agreement has already been partially performed, the purchaser is obliged to pay the amount of the value of the products or services delivered by OQEMA.
4. If *force majeure* prevents OQEMA from supplying products and/or services for a period of two months, both parties have the right to terminate this contract with immediate effect by notifying the other party in writing.

Article 17. Compliance

The Purchaser:

- (a) Will comply with all applicable laws, regulations, and procedures relating to competition, anti-corruption and anti-bribery, including – but not limited to – the Bribery Act 2010;
- (b) Will maintain and maintain its own rules and procedures to ensure continued compliance during the term of the agreement, including adequate rules and procedures to comply with the provisions of these Terms.

Article 18. Miscellaneous

1. Intellectual property

All trademarks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, know-how and other intellectual property rights of any kind ("intellectual property") concerning any products or services provided by OQEMA, are owned by OQEMA and/or its suppliers. OQEMA reserves the right at any time to ask the purchaser to immediately stop using such trademarks or other intellectual property.

2. Disclaimer

Failure by a party to enforce strict compliance with any provision of these terms and conditions or an agreement shall not constitute a waiver of these terms and conditions, the agreement, or otherwise amend the terms and conditions and the agreement. If at any time a party waives any right under these Terms and Conditions or any agreement, (a) it does not waive any other right, (b) it does not constitute a permanent waiver and (c) it does not waive the same right in other circumstances.

3. Assignment

The benefits of the contract are specific to the purchaser and cannot be assigned without the consent of OQEMA. Any prohibited assignment will be null and void. OQEMA is free to assign, delegate or transfer a contract and the obligations arising from it in whole or in part to a third party. All terms and conditions of the contract are binding and in favour of the parties, their successors and approved assignees.

4. Severability

If any provision of the agreement or these terms and conditions is found by any court, tribunal or administrative institution having jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable in whole or in part, the remaining provisions of the agreement will remain in full force and effect.

5. Changes

No change to an agreement or additional terms and conditions will be effective until OQEMA has agreed to this in writing.

Article 19. Applicable law

- 1. All transactions and agreements to which these terms and conditions apply and the resulting legal relationships are exclusively governed by Belgian law.
- 2. The provisions of the Vienna Sales Convention do not apply and are expressly excluded.
- 3. All disputes arising from or related to an offer or agreement from or with OQEMA will be settled exclusively by the courts of Antwerp, Hasselt division.
- 4. With regard to the interpretation of international trade terms, the "Incoterms" as compiled by the International Chamber of Commerce in Paris (I.C.C.) apply.

Article 20. Final provisions

1. OQEMA is authorised to make changes to these general terms and conditions. These changes will come into effect at the time announced by OQEMA. OQEMA will send the amended terms and conditions to the purchaser as soon as possible.
2. The Dutch text and explanation of these general terms and conditions shall at all times prevail.