

1. General

Unless the parties explicitly agree otherwise in writing, these General Conditions of Sale shall apply to all offers, contracts of sale and deliveries by and with CARBOGEN AMCIS B.V. and the supplier's general conditions of purchase shall be excluded.

2. Formation of the agreement

All offers made by CARBOGEN AMCIS B.V. shall be free of obligation, unless they contain a deadline for acceptance. CARBOGEN AMCIS B.V. shall be authorized to revoke an offer that is free of obligation within 3 (three) working days after the purchaser has accepted it.

3. Prices

- 3.1** All prices quoted shall be exclusive of VAT and shall, unless different delivery conditions have been agreed, be based on delivery from the CARBOGEN AMCIS B.V. factory/warehouse (EXW, Incoterms 2010). Any costs of standard packaging shall be included in the prices.
- 3.2** Price changes that occur after the agreement has been entered into, but up to 3 (three) working days before delivery, can be passed on to the purchaser, if CARBOGEN AMCIS B.V. considers this to be reasonable. In so far as it has not yet been implemented at the point in time at which the purchaser is notified of the price change by CARBOGEN AMCIS B.V., the purchaser shall then be entitled to terminate the agreement in writing or verbally with written confirmation within 3 (three) working days following this notification, unless the price changes are the result of government measures.

4. Delivery

- 4.1** In so far as not otherwise agreed, deliveries shall be made from the CARBOGEN AMCIS B.V. factory/warehouse (EXW). The Incoterms 2010 shall apply.
- 4.2** CARBOGEN AMCIS B.V. shall endeavour to observe the delivery periods. However, delivery periods are not strict deadlines and CARBOGEN AMCIS B.V. must be given notice of default by the purchaser if the specified delivery period is exceeded. Failure by CARBOGEN AMCIS B.V. to meet the delivery period shall not give the purchaser the right to terminate the agreement or the right to any compensation from CARBOGEN AMCIS B.V., unless CARBOGEN AMCIS B.V. fails to proceed to deliver within a reasonable term set by the purchaser after having been given notice of default by the purchaser.
- 4.3** In the event that CARBOGEN AMCIS B.V. requires information for the performance of the agreement that needs to be provided by the purchaser or in the event that CARBOGEN AMCIS B.V. has stipulated security for payment and this information or this security has not been received before the agreed delivery date, CARBOGEN AMCIS B.V. shall not be obliged to deliver at an earlier date than a reasonable time after the necessary information or stipulated security has been received.

5. Quantity

In the event that the exact quantity to be delivered is not determined when the agreement is entered into, the delivered quantity shall be determined by CARBOGEN AMCIS B.V. prior to delivery. This determination shall be decisive with regard to the purchaser's obligation to pay.

6. Payment

- 6.1** All payments must be made using the method of payment agreed upon between the parties and within the agreed timeframes. In so far as not agreed otherwise, payment shall be due within 30 (thirty) days of the date of invoice and must be made in euros, without any discount or invocation of any setoff, into a bank account specified by CARBOGEN AMCIS B.V.
- 6.2** If the parties agree that payment is to be made by means of a letter of credit (l/c), this must take the form of an irrevocable, confirmed l/c that covers the entire contract price and this must be opened by the purchaser at a prominent bank within 15 (fifteen) days of formation of the agreement. Confirmation must be provided by a bank indicated by CARBOGEN AMCIS B.V. The l/c shall be subject to the most recent version of the "Uniform Customs and Practice for Documentary Credits".
- 6.3** In the event that payment fails to take place on time, the purchaser shall be considered to be in default, without any notice of default or judicial intervention being required, and the purchaser shall then be charged interest on the amount due, equal to 4.25% above the deposit rate of the European Central Bank.
- 6.4** Aside from further claims to compensation that CARBOGEN AMCIS B.V. may have, all costs incurred by CARBOGEN AMCIS B.V. – in or out of court – in connection with the purchaser's non-fulfilment of any obligation towards CARBOGEN AMCIS B.V. are to be borne by the purchaser.
- 6.5** In the event that a complaint made by CARBOGEN AMCIS B.V. is considered well-founded before the term of payment has expired, CARBOGEN AMCIS B.V. shall send a credit note and/or a new invoice to the purchaser, depending on the measure to be taken. In all other cases, the purchaser shall remain obliged to settle the invoice amount no later than the original due date, without any discount or setoff.
- 6.6** CARBOGEN AMCIS B.V. shall be entitled to make partial deliveries within the agreed delivery period, unless partial deliveries do not have an independent value and, in the event that an order is executed in partial deliveries, to invoice for each part separately.

7. Breach of contract

- 7.1** In the event that the purchaser fails to fulfil, does not fulfil in time or fails to adequately fulfil any obligation arising from the agreement or these General Conditions of Sale and such failure is attributable to the purchaser, as well as in the case of insolvency petitions, insolvency, liquidation of the company or a moratorium that has been applied for or obtained by the purchaser, CARBOGEN AMCIS B.V. shall be entitled to terminate the agreement in full or in part by registered letter without further notice of default and without judicial intervention being required or to suspend its performance in part or in full without being liable for any compensation, without prejudice to any of its other rights.
- 7.2** In the event that any of the conditions stated in paragraph 1 of this article arise, all amounts due to CARBOGEN AMCIS B.V. by the purchaser shall be immediately and fully exigible and CARBOGEN AMCIS B.V. shall also be entitled to suspend or terminate all other agreements with the purchaser for the delivery of products and services.

8. Provision of security

In the event that CARBOGEN AMCIS B.V. has reason to fear that the purchaser will not fulfil its payment obligations, CARBOGEN AMCIS B.V. shall be entitled to demand that the purchaser provides sufficient security to its satisfaction for the fulfilment of their payment obligations.

9. Force majeure

- 9.1 In the event that performance of the agreement is hindered by circumstances that cannot be attributed to CARBOGEN AMCIS B.V. (force majeure), CARBOGEN AMCIS B.V. shall be entitled, without judicial intervention, to demand in writing that the agreement either be adapted to the circumstances or that performance of the agreement be suspended or that the agreement be terminated in part or in full, without being liable for any compensation.
- 9.2 Force majeure shall be understood to mean any circumstance as a result of which the normal performance of the agreement cannot reasonably be expected by the purchaser, and in any case, in so far as not already included in this, natural and environmental disasters, war, threat of war, civil war, riots, strikes, default in whole or in part by third parties from whom products or services need to be received, shortage of raw materials, semi-manufactures, auxiliary materials and/or energy, transport problems, fire and other disasters affecting CARBOGEN AMCIS B.V. or its suppliers.
- 9.3 In the event that whole or partial suspension as referred to in paragraph 1 of this article should essentially affect the future performance of CARBOGEN AMCIS B.V. for the purchaser to such an extent that acceptance by the latter can no longer reasonably be expected, the purchaser shall be relieved from further purchase obligations.
- 9.4 Compliance in one or more cases during circumstances as referred to in paragraph 2 of this article shall not affect the right to exercise the power of suspension or termination in other cases.

10. Retention of title

- 10.1 The right of ownership of the products that have been sold shall only be transferred to the purchaser after the same has complied with all their obligations towards CARBOGEN AMCIS B.V. including payment of the purchase price for delivered products or products that are still to be delivered or services that have been performed or that are still to be performed and with regard to any interest, costs and compensation due. The purchaser shall, however, be entitled to make use of the products in their normal business operations. The purchaser shall, however, not be authorized to pledge the products or to establish any other right upon them. The purchaser shall be obliged to inform CARBOGEN AMCIS B.V. without delay in the event that third parties lay claim to products that are still property of CARBOGEN AMCIS B.V. As soon as CARBOGEN AMCIS B.V. has reason to suspect that the purchaser will not pay or will not pay on time, CARBOGEN AMCIS B.V. shall be irrevocably authorized to remove the products that remain the property of CARBOGEN AMCIS B.V. or to have the products removed from the place where they are located, without notice of default being required.
- 10.2 At the request of CARBOGEN AMCIS B.V., the purchaser shall mark the supplied products subject to retention of title as property of CARBOGEN AMCIS B.V. Until further notice, the purchaser shall be authorized to sell and supply these products within the scope of their normal business operations, on the understanding that at the request of CARBOGEN AMCIS B.V., they shall assign the claims against their buyers relating to these sales to CARBOGEN AMCIS B.V.

11. Liability and complaints

- 11.1** Notifications by or on behalf of CARBOGEN AMCIS B.V. concerning the quality, composition, characteristics and possibilities for application of the sold products, etc. shall only be binding upon CARBOGEN AMCIS B.V. if expressly agreed in writing.
- 11.2** The purchaser shall be obliged to examine the products as soon as possible, to the extent that this can be expected of them within reason and/or in accordance with custom. Product faults identified during these inspections as well as faults that could only be determined at a later date, but which fall within the agreed warranty period, must be reported to CARBOGEN AMCIS B.V. immediately on discovery in writing or by telephone with written confirmation, stating the relevant invoice, consignment note and batch numbers (in so far as these are known), etc. If the foregoing is not complied with, the purchaser shall lose any claim against CARBOGEN AMCIS B.V. in relation to the above-mentioned faults. In order to minimise damage, the purchaser shall follow CARBOGEN AMCIS B.V.'s instructions regarding the products.
- 11.3** In the event of a complaint, CARBOGEN AMCIS B.V. shall make every effort to review the complaint and, if necessary, proceed to rectify the situation in accordance with the stipulations of article 11.4 below. The purchaser shall render every assistance required by CARBOGEN AMCIS B.V. in order to investigate the complaint, including by providing sample material and by providing CARBOGEN AMCIS B.V. with the opportunity to carry out an investigation into the application and/or processing method.
- 11.4** In the event that CARBOGEN AMCIS B.V. is of the opinion that a fault has been proved, it shall have the choice to either replace the products that do not appear to be satisfactory free of charge within reason or to provide the purchaser with a reduction on the purchase price. In the first instance, the purchaser shall, at CARBOGEN AMCIS B.V.'s request, return the products that were found to be unsatisfactory to CARBOGEN AMCIS B.V. at the risk and expense of CARBOGEN AMCIS B.V. In all other instances, the products may only be returned at the risk and expense of the purchaser following the explicit written consent of CARBOGEN AMCIS B.V.
- 11.5** Any liability on the part of CARBOGEN AMCIS B.V. as a result of a failure that can be attributed to CARBOGEN AMCIS B.V. shall always be limited to a maximum of the net invoice value of the products or a percentage of this, except in the event of intent or gross negligence of CARBOGEN AMCIS B.V. Subject to the above, CARBOGEN AMCIS B.V. shall never be obliged to pay CARBOGEN AMCIS B.V. compensation for any damage, including any direct or indirect losses, for whatever reason and of whatever nature, except in the case of any losses resulting from any statutory liability of CARBOGEN AMCIS B.V. towards third parties resulting from the defectiveness of its products, unless the damage can be (partly) attributed to the purchaser.

12. Transport materials and packaging

- 12.1** The products shall be delivered in packaging that is suitable for the agreed method of transport. In the event that CARBOGEN AMCIS B.V. provides packaging on loan, this must be returned to CARBOGEN AMCIS B.V. in an appropriate condition and without any product residues, without delay, postage paid. In the event that the packaging is damaged or is not returned within the set time period and/or contains product residues, the costs of replacement or repair and/or cleaning and transport will be charged to the purchaser.

- 12.2** Packaging that has become the property of the purchaser may only be re-used in business transactions if the company name and logo of CARBOGEN AMCIS B.V., its trademarks and other indications have been made unrecognisable. Road tankers and lorries that are the property of CARBOGEN AMCIS B.V. or that have been made available by CARBOGEN AMCIS B.V. must be emptied or unloaded immediately upon arrival. If delivery takes place in a road tanker that has been provided by the purchaser, this must be provided in a fully clean and ready state.
- 12.3** The purchaser shall be responsible for ensuring that the vehicles and packaging that they provide comply with the statutory requirements and standards for safe and appropriate transport. CARBOGEN AMCIS B.V. shall be authorized to refuse to load vehicles or fill packaging that is provided by the purchaser in the event that these vehicles or this packaging does not comply with requirements and standards stated in paragraphs 2 and 3 of this article. In the event of such a refusal, CARBOGEN AMCIS B.V. shall not be liable for the consequences that arise from the delay.
- 12.4** From the moment of dispatch by CARBOGEN AMCIS B.V. up to the moment at which CARBOGEN AMCIS B.V. receives the vehicles or packaging back again, the purchaser shall be fully liable for any damage to vehicles or packaging as well as for any damage that the purchaser or any third party suffers from the vehicles or packaging or through their use or otherwise, in whatever way.

13. Conflict with statutory provisions

In the event that any stipulation of these General Conditions of Sale does not apply or is contrary to public order or the law, only the respective stipulation shall be regarded as not written and the other General Conditions of Sale shall remain fully in force.

14. Applicable law

All agreements to which these provisions apply in part or in full shall be governed exclusively by Dutch law.

15. Settlement of disputes

Any disputes between parties that cannot be settled in mutual consultation shall be adjudicated by the competent Dutch court. In the event that the dispute falls within the jurisdiction of the district court, the dispute will be brought before the district court of the district in which CARBOGEN AMCIS B.V. has its registered office. However, CARBOGEN AMCIS B.V. shall also be entitled to bring the dispute before another district court that is competent in accordance with the law.

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