

## SUPRESTA NETHERLANDS B.V. GENERAL CONDITIONS OF SALE

- 1. GENERAL:** These General Conditions of Sale shall be applicable to all sales contracts, offers, order confirmations, invoices and deliveries by Supresta Netherlands B.V. ("Seller") to the Buyer named on the face hereof ("Buyer") and is an integral part of the sales contract between the Seller and Buyer. No other agreements or general conditions shall be applicable or set aside these General Conditions of Sale unless expressly agreed to by the Seller in writing. References herein to "Contract" or "the Contract" relate to any sales contracts, offers, order confirmations, invoices and deliveries (as applicable) to which these General Conditions of Sale apply. References herein to "Purchase Order" relate to any purchase order issued by Buyer to Seller under a Contract.
- 2. CHANGE IN PRICE:** Seller may adjust the price of the Products for reasons including but not limited to, changes in market conditions, changes in applicable rates, duties, taxes or charges relating to Product and/or increases in the prices of energy, raw materials or other materials necessary for the manufacture of Product, at any time on notice to Buyer. If the Contract continues in effect following a price increase, such continuation shall be subject to the continuing right of Seller to change its prices in accordance with this Section 2. In the event Seller is prevented by any governmental restriction from increasing its price herein or from continuing any price already in effect, Seller may terminate the Contract by written notice dispatched thirty (30) days prior to the effective date of termination.
- 3. FORECASTING AND SHIPMENTS:** Buyer shall, not later than the 20<sup>th</sup> day of the last month during each calendar quarter during the Term, provide to Seller a written forecast estimating Buyer's anticipated monthly requirements during the following 6-months period for each Product purchased under the Contract. Notwithstanding the foregoing, Seller may limit the quantity of Product delivered in any month to one-twelfth (1/12) of the annual quantity specified on the cover page hereto. Additionally, Seller may further limit the amount of Product that may be purchased annually in a multiple year Contract to be consistent with historical purchase volumes, if Buyer's actual purchases during any 12-month period are less than Buyer's forecasts for such period. Orders submitted by Buyer hereunder shall allow for adequate lead time from the date the order is placed to the shipment date desired by Buyer. If Buyer fails to so order any quantity provided for hereunder, Seller shall not be obligated subsequently to deliver such unordered quantity. If Buyer fails to submit delivery orders or to accept delivery of a Product covered hereby pursuant to the terms hereof for ninety (90) consecutive days, except for reasons excusing performance under Section 9 below, Seller shall not be required to supply any volumes omitted without Seller's written consent.
- 4. DELIVERY, WEIGHT AND QUANTITY:** Delivery terms shall be interpreted in accordance with the INCOTERMS latest published by the International Chamber of Commerce, as at the date of the Contract. Seller's weights and quantities shall govern, except that in case of proven error following an assessment by an independent investigator appointed by the Seller, adjustment shall be made. The cost of the assessment and adjustment shall be borne by the party deemed to be at fault.
- 5. PAYMENT:** Payment shall be as provided on the Contract on the face hereof and in accordance with the payment terms stated on the invoice. Without prejudice to Seller's any other rights, any late payments shall bear a default interest of 1.5 percent per month on the amount outstanding and all costs, including judicial, made in order to obtain payment by Buyer of the amount or amounts due, shall be for Buyer's account.
- 6. SECURITY:** If Buyer is in default of any of the terms or conditions herein, or if Buyer's financial responsibility becomes unsatisfactory to Seller, Seller may, at its option: (a) elect to withhold future deliveries of Products to Buyer until such default has been cured or Buyer's financial responsibility has been established to Seller's satisfaction; (b) require payment in advance as to future deliveries; (c) require a payment guarantee by a parent or affiliate of Buyer; (d) require the provision of a letter of credit by an entity approved by Seller; (e) demand return from Buyer of any Products under the Contract for which payment has not been made; or (f) cancel the Contract upon ten (10) days written notice. The remedies contained in this Section 6 are (where applicable) cumulative and shall be in addition to any other remedies available to Seller under applicable law.
- 7. TRANSPORTATION CHARGES AND TAXES:** Unless otherwise provided on the face hereof by the application of a relevant INCOTERM, Buyer shall pay or shall promptly reimburse Seller for all transportation or freight costs and for all sales, use, or excise taxes, assessments, or other charges attributable to the sale, use, shipment, transportation, or delivery of Products.

**8. TITLE AND RISK OF LOSS:** Unless otherwise specified herein, title to Products shall pass to the Buyer when the purchase price is paid in full and risk of loss of or damage to the Products shall pass to Buyer on delivery in accordance with the agreed INCOTERM.

**9. FORCE MAJEURE:** Neither party shall be liable in any respect for failure to perform hereunder if hindered, delayed or prevented, directly or indirectly for a reason outside its reasonable control such as but not limited to, war, national emergency, terrorism, riot, inadequate transportation facilities, inability to secure materials, supplies, fuel or power, shortage or non-availability of raw materials, plant breakdown, fire, flood, windstorm, explosion, accident or other act of God, strike, lockout or other labour dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind ("Force Majeure Event"). If either party is unable to perform its obligations hereunder due to a Force Majeure Event, or if either party considers it likely that it may become so unable, then that party shall as soon as reasonably practicable, notify the other of the estimated extent and duration of such inability. Any quantity of Product so affected shall be deducted from the total quantity purchased by Buyer. Seller, during any period of shortage due to a Force Majeure Event, may allocate its available supply of Product among its internal requirements and its customers on whatever basis Seller may deem fair and practical. Seller shall not be required to procure Product from third parties to satisfy its obligations to Buyer hereunder during any period of shortage due to a Force Majeure Event.

**10. WARRANTIES:** All recommendations or statements about the Products by Seller, including statements concerning substances present or not present in the Products, are based upon Seller's research and experience and are believed to be reliable, but such recommendations or statements shall not constitute a warranty. Buyer must determine for itself, by preliminary tests or otherwise, the suitability of the Products for Buyer's purpose and the substances present or not present in the Products. Seller warrants only that the Products shall meet the specifications identified to the Contract. Seller makes no other warranty, express or implied, except as expressly provided herein. In furtherance, and not in limitation, of the foregoing, Seller makes no warranty that the Product is merchantable or fit for any particular purpose, or with respect to freedom from infringement of any patent and/or copyright resulting from Buyer's use of products or Seller's information.

**11. LIMITATIONS OF LIABILITY:** Seller shall not be liable for loss of profits, loss of production, indirect, or other special, incidental or consequential damages, regardless of negligence. Seller's liability and Buyer's exclusive remedy for any cause of action arising out of the sale, use, or non-delivery of the Products or under any warranty, is expressly limited at Buyer's option to replacement of non-conforming product, F.O.B. Seller's shipping point, or payment not to exceed the invoiced purchase price of the Product for which damages are claimed (plus transportation costs, if any, paid by Buyer with respect thereto). Neither party excludes or limits its liability for fraud, death or personal injury arising from its negligence or any liability to the extent the same may not be excluded or limited as a matter of law. Buyer's failure to give notice of any claim within thirty (30) days from the date of delivery shall constitute a waiver by Buyer of all claims with respect thereto. Buyer shall not be entitled to deduct from the price invoiced to it the amount of any claim asserted against Seller without Seller's written consent.

**12. SAFETY AND HEALTH COMMUNICATIONS:** Buyer acknowledges that it has consulted Seller's documents, including information set forth on Seller's Material Safety Data Sheets regarding the Products ("MSDS") and other technical bulletins and publications containing safety, health, handling and environmental hazard information concerning Products and their properties, that it has read and it understands such information, and that it agrees to incorporate such information into its personnel safety programs. Buyer shall fully and adequately inform its employees, contractors, agents and other third parties who may become exposed to Products after delivery to Buyer hereunder, of any hazards associated with Products, and of the proper storage, handling and use procedures for Products, whether disclosed in such documents or in additional documents which are transmitted to Buyer during the term of the Contract. Buyer acknowledges its independent obligation to fully and adequately incorporate available information, such as that supplied by Seller, into its product safety communications and to provide to all of its employees, contractors, agents and customers copies of such hazard communication documents. If Product is further processed, mixed or incorporated into another product, Buyer shall likewise disseminate appropriate health and safety information to all persons Buyer foresees may be exposed.

**13. RETURNABLE EQUIPMENT AND CONTAINERS:** Buyer shall promptly receive and unload shipments, and return to Seller the transportation facilities employed, within thirty (30) days of receipt thereof by Buyer. In the event that shipments are made in returnable containers, such containers shall remain the property of Seller, and Buyer shall return such containers to Seller's shipping point at Buyer's expense, freight prepaid, no later than thirty (30) days from the date the goods are placed with the carrier for shipment to Buyer. Buyer shall not use Seller's returnable containers for any purpose other than the reasonable storage of the Products originally delivered therein. If Seller's bulk transportation facilities or returnable containers are not returned within the aforementioned thirty (30) day periods, Buyer shall pay Seller a daily charge in the

amount of USD 50.00 per day for each day beyond thirty (30) days for which Buyer fails to return such transportation facilities or returnable containers to Seller. Buyer assumes all responsibility for and all liability arising out of damage to or destruction of Seller's transportation facilities and returnable containers from the time of Seller's tender to the carrier at Seller's shipping point to the time of their return to Seller's shipping point, reasonable wear excepted.

**14. SHIPPING INSTRUCTIONS:** If Buyer's shipping instructions are delayed or provide for later delivery than the date agreed upon pursuant to an accepted Purchase Order, Seller will store the Product for Buyer at Buyer's expense.

**15. DEFAULT TERMINATION.** Either party may terminate the Contract on thirty (30) days prior written notice to the other in the event the other party is in default of a material obligation hereunder; provided, that if during the thirty (30) day notice period the defaulting party cures its default (or takes steps to cure a default that is not capable of being cured in such thirty (30) day period), the termination shall be abated. In addition, Seller may terminate this Contract if: (a) Buyer becomes insolvent or if the normal conduct of Buyer's business shall become substantially impaired by Buyer's credit problems, (b) Buyer shall call any meeting of creditors or if a receiver or trustee shall be appointed for such party or its assets, or (c) if any petition, proceeding or action under any bankruptcy proceedings shall be filed or instituted by or against Buyer, and in the event such proceeding is filed against Buyer, such proceeding is not dismissed within sixty (60) days.

**16. ASSIGNMENT:** The Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, but it shall not be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that Seller shall have the right to assign the Contract without Buyer's consent to an affiliate of Seller, or to a purchaser or other successor to Seller's assets or undertaking involved in the manufacture of Products.

**17. WAIVER:** Delay or failure by either party to exercise any right under the Contract, with the exception of Buyer's right to file notice of claim under Section 11 herein, shall not constitute a waiver of that or any other right or subsequent right hereunder.

**18. SEVERABILITY:** If any provision or part of a provision of the Contract shall be, or be found by any authority, tribunal or court of competent jurisdiction to be, invalid or unenforceable, such validity or enforceability shall not affect the other provisions or parts of such provisions of the Contract, all of which shall remain in full force and effect.

**19. ENTIRE AGREEMENT:** The Contract, together with any documents expressly incorporated herein by reference, constitutes the entire agreement between the parties and supersedes any previous writing or understanding relating to the subject matter. No alteration of or addition to the Contract shall be effected by the acknowledgment or acceptance by Seller of a Purchase Order, acknowledgment, release or any other forms or conditions. Neither party shall claim any modification, limitation or release from any of the terms or conditions contained herein except by mutual agreement to that effect, signed by both Seller and Buyer.

**20. INDEMNITY:** Buyer shall indemnify, defend and forever hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs, and expenses (including attorneys' fees and expenses) resulting or arising from: (a) Buyer's negligence or breach of this Contract; (b) Buyer's use, sale, handling, storage, or disposal of the Products or any product or waste derived therefrom; (c) Buyer's discharge or release of the Products or any product or waste derived therefrom into water, onto land or into the air; (d) Buyer's exposing any person (including Buyer's employees) to the Products or any product or waste derived therefrom, including failure to warn of such exposure; or (e) the transportation of the Products to Buyer after tender of the Products by Seller to the carrier at Seller's shipping point in accordance with the relevant INCOTERM. The foregoing indemnification shall apply, but shall not be limited to, injury to person (including death) or damage or harm to property or the environment. Buyer shall not be obligated to indemnify Seller for any fine, penalty, suit, action, claim, liability, judgment, cost, or expense to the extent attributable to Seller's negligence or willful misconduct.

**21. DISPUTE RESOLUTION:** In the event of any controversy or claim arising out of or relating to the Contract, the parties hereto shall consult and negotiate with each other and, recognising their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then either party may, by notice to the other party, demand mediation under the ACB Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to the Contract shall be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitration shall be conducted

in front of one arbitrator. The arbitration proceedings shall be conducted in English and shall take place in Amsterdam, The Netherlands.

**22. NOTICES:** Notices by either Seller or Buyer shall be made in writing only by facsimile or similar electronic transmission, or by e-mail, effective at the time sent, with confirmation, or by registered letter addressed to the other party at its address set forth below, and shall be considered given as of the time it is sent through the post postage prepaid. Notices to Seller shall be sent to the attention of Supresta Netherlands B.V. at Hoefseweg 1, Office Park de Hoef, 3821 AE Amersfoort, The Netherlands, fax number +31 334 534 577/578.

**23. GOVERNING LAW:** The Contract shall be interpreted and governed by the laws of The Netherlands, without regard to the conflicts of laws provisions thereof. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE CONTRACT SHALL NOT BE GOVERNED BY OR CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF THE CONVENTION FOR THE INTERNATIONAL SALE OF GOODS.

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